

# Exhibit A

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NEW YORK**

STATE FARM MUTUAL AUTOMOBILE INSURANCE  
COMPANY AND STATE FARM FIRE AND CASUALTY  
COMPANY,

PLAINTIFFS,

v.

METRO PAIN SPECIALISTS P.C., ET AL.

DEFENDANTS.

Case No.: 1:21-cv-05523 (MKB)(PK)

**DEFENDANTS METRO PAIN SPECIALISTS P.C., LEONID SHAPIRO, M.D., AND  
TRI-BOROUGH NY MEDICAL PRACTICE P.C.'S ANSWER AND AFFIRMATIVE  
DEFENSES TO SECOND AMENDED COMPLAINT AND COUNTERCLAIM**

Defendants Metro Pain Specialists P.C. (“Metro Pain”), Leonid Shapiro, M.D. (“Dr. Shapiro”), and Tri-Borough NY Medical Practice, P.C. (“Tri-Borough,” and together with Metro Pain and Dr. Shapiro, the “Metro Pain Defendants”), by and through their undersigned counsel and pursuant to Federal Rules of Civil Procedure 8(b), 8(c), and 13 for their Answer, Affirmative Defenses and Counterclaim to the Second Amended Complaint (ECF #388, the “Complaint”) filed by plaintiffs State Farm Mutual Automobile Insurance Company and State Farm Fire and Casualty Company (together, “Plaintiffs”) allege as follows:

**I. NATURE OF THE ACTION**

1. The Metro Pain Defendants deny the allegations in Paragraph 1 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1 insofar as they are alleged against other defendants, and therefore are deemed denied.

**A. The Scheme**

2. The Metro Pain Defendants deny the allegations in Paragraph 2 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 2 insofar as they are alleged against other defendants, and therefore are deemed denied.

3. The Metro Pain Defendants deny the allegations in Paragraph 3 insofar as they are alleged against the Metro Pain Defendants, except admit that Dr. Shapiro is an anesthesiologist and owner of Metro Pain and Tri-Borough; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 3 insofar as they are alleged against other defendants, and therefore are deemed denied.

4. The Metro Pain Defendants deny the allegations in Paragraph 4 insofar as they are alleged against the Metro Pain Defendants, and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 4 insofar as they are alleged against other defendants, and therefore are deemed denied.

**1. Moshe's History in the No Fault Business Leads to the Creation and Development of the Moshe ASCs**

5. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 5, and therefore are deemed denied.

6. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 6, and therefore are deemed denied.

7. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 7, and therefore are deemed denied.

8. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 8, and therefore are deemed denied.

**2. The Citimedical Defendants and Dr. Moshe Are Used to Generate Patients for the Moshe ASCs and as Another Method to Extract Profits from No Fault Patients**

9. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 9, and therefore are deemed denied.

10. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 10, and therefore are deemed denied.

11. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 11, and therefore are deemed denied.

**3. Shapiro and the Metro Pain Clinics Treat Patients Pursuant to Kickbacks and Generate Patients for the Moshe ASCs**

12. The Metro Pain Defendants deny the allegations in Paragraph 12 insofar as they are alleged against the Metro Pain Defendants, except admit that Dr. Shapiro was at certain points in time a medical director of Excel Surgery, Dynamic Surgery and HealthPlus; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 12 insofar as they are alleged against other defendants, and therefore are deemed denied.

13. The Metro Pain Defendants deny the allegations in Paragraph 13, except admit that Dr. Shapiro was the owner of Metro Pain, which leased office space at the referenced clinics.

14. The Metro Pain Defendants deny the allegations in Paragraph 14, except admit that Metro Pain leased office space and hired office staff and administrators at the referenced clinics, where the Metro Pain Defendants properly performed initial examinations to diagnose and treat patients' medical conditions.

15. The Metro Pain Defendants deny the allegations in Paragraph 15.

16. The Metro Pain Defendants deny the allegations in Paragraph 16.



17. The Metro Pain Defendants deny the allegations in Paragraph 17, except admit that, when medically necessary, Metro Pain prescribed certain treatments, consultations, and procedures for patients, as appropriate, to their patients.

18. The Metro Pain Defendants deny the allegations in both Paragraphs 18, except admit that beginning in May 2021 that Metro Pain stopped treating patients, and that Tri-Borough Medical was formed in May 2021 and began treating patients at certain locations where Metro Pain treated patients and that certain of the physicians who were affiliated by Metro Pain later became affiliated with Tri-Borough.

**4. Patients of the Citimedical Defendants and Metro Pain Clinics Receive Other Services Relating to Procedures Performed at the Moshe ASCs**

18. The Metro Pain Defendants deny the allegations in Paragraph 18 insofar as they are alleged against the Metro Pain Defendants, and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 4 insofar as they are alleged against other defendants, and therefore are deemed denied.<sup>1</sup>

**5. Other Coordinated Steps to Source No-Fault Patients**

19. The Metro Pain Defendants deny the allegations in Paragraph 19 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 19 insofar as they are alleged against other defendants, and therefore are deemed denied.

20. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 20, and therefore are deemed denied.

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<sup>1</sup> There are two paragraph “18” s in the Second Amended Complaint, which are answered herein in their respective order.

21. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 21, and therefore are deemed denied.

22. The Metro Pain Defendants deny the allegations in Paragraph 22 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 22 insofar as they are alleged against other defendants, and therefore are deemed denied.

**B. Impact of the Scheme**

23. The Metro Pain Defendants deny the allegations in Paragraph 23 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 23 insofar as they are alleged against other defendants, and therefore are deemed denied.

24. The Metro Pain Defendants deny the allegations in Paragraph 24 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 24 insofar as they are alleged against other defendants, and therefore are deemed denied.

25. The Metro Pain Defendants deny the allegations in Paragraph 25 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 25 insofar as they are alleged against other defendants, and therefore are deemed denied.

26. The Metro Pain Defendants deny the allegations in Paragraph 26 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 26 insofar as they are alleged against other defendants, and therefore are deemed denied.

27. The Metro Pain Defendants deny the allegations in Paragraph 27 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 27 insofar as they are alleged against other defendants, and therefore are deemed denied.

## **II. JURISDICTION AND VENUE**

28. The allegations in Paragraph 28 state legal conclusions to which no response is required. To the extent that a response is required, the Metro Pain Defendants admit that the Complaint purports to allege RICO claims and deny that those claims are properly alleged or have any merit.

29. The allegations in the first sentence Paragraph 29 state legal conclusion to which no response is required. The Metro Pain Defendants deny the remaining allegations in Paragraph 29 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 29 insofar as they are alleged against other defendants, and therefore are deemed denied.

30. The allegations in Paragraph 30 state legal conclusions to which no response is required.

## **III. THE PARTIES**

### **A. Plaintiffs**

31. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 31.

32. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 32.

### **B. Defendants**

#### **1. The Citimedical Defendants**

33. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 33.

34. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 34.

35. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 35.

36. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 36.

37. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 37.

## **2. The Metro Pain Defendants**

38. The Metro Pain Defendants deny the allegations in Paragraph 38, except admit that Dr. Shapiro is a resident and citizen of New Jersey; licensed physician in New Jersey and New York; owner of Metro Pain, Tri-Borough, Neurological Diagnostics, P.C., PMR Medical, Hudson Premier Healthcare Partners, LLC, and LegalMDConsult.com LLC; and was the owner of Premier Anesthesia until June 1, 2018.

39. The Metro Pain Defendants deny the allegations in Paragraph 39, except admit the first two sentences of Paragraph 39 regarding the incorporation of Metro Pain as a professional corporation in New Jersey, admit that Dr. Shapiro is the owner of Metro Pain, and further admit that Metro Pain submitted bills to Plaintiffs for medical services that were properly performed and medically necessary.

40. The Metro Pain Defendants deny the allegations in Paragraph 40 except admit the first two sentences of Paragraph 40 regarding the incorporation of Tri-Borough as a professional

corporation in New York, admit that Dr. Shapiro is the owner of Tri-Borough, and further admit that Tri-Borough submitted bills to Plaintiffs for medical services that were properly performed and medically necessary.

### **3. The Alon Defendants**

41. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 41.

42. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 42.

43. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 43.

44. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 44.

45. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 45.

### **4. Dolsky and Optimum Health**

46. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 46.

47. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 47.

### **5. The Moshe ASCs**

48. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 48.

49. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 49.

50. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 50.

51. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 51.

52. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 52.

#### **6. The Physical Therapy Defendants**

53. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 53, and therefore are deemed denied.

54. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 54, and therefore are deemed denied.

55. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 55, and therefore are deemed denied.

56. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 56, and therefore are deemed denied.

57. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 57, and therefore are deemed denied.

58. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 58, and therefore are deemed denied.

59. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 59, and therefore are deemed denied.

60. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 60, and therefore are deemed denied.

61. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 61, and therefore are deemed denied.

62. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 62, and therefore are deemed denied.

63. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 63, and therefore are deemed denied.

64. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 64, and therefore are deemed denied.

## **7. The Chiropractor Defendants**

65. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 65, and therefore are deemed denied.

66. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 66, and therefore are deemed denied.

67. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 67, and therefore are deemed denied.

68. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 68, and therefore are deemed denied.

69. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 69, and therefore are deemed denied.

70. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 70, and therefore are deemed denied.

71. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 71, and therefore are deemed denied.

72. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 72, and therefore are deemed denied.

73. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 73, and therefore are deemed denied.

74. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 74, and therefore are deemed denied.

75. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 75, and therefore are deemed denied.

#### **8. The Acupuncture Defendants**

76. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 76, and therefore are deemed denied.

77. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 77, and therefore are deemed denied.

78. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 78, and therefore are deemed denied.

79. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 79, and therefore are deemed denied.

80. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 80, and therefore are deemed denied.

81. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 81, and therefore are deemed denied.



82. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 82, and therefore are deemed denied.

83. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 83, and therefore are deemed denied.

84. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 84, and therefore are deemed denied.

85. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 85, and therefore are deemed denied.

86. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 86, and therefore are deemed denied.

#### **9. The Anesthesia Defendants**

87. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 87, and therefore are deemed denied.

88. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 88, and therefore are deemed denied.

#### **10. The Laboratory Defendants**

89. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 89, and therefore are deemed denied.

90. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 90, and therefore are deemed denied.

91. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 91, and therefore are deemed denied.

92. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 92, and therefore are deemed denied.

**11. The Billing Company Defendants**

93. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 93, and therefore are deemed denied.

94. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 94, and therefore are deemed denied.

**12. The DME Defendants**

95. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 95, and therefore are deemed denied.

96. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 96, and therefore are deemed denied.

**IV. ALLEGATIONS COMMON TO ALL COUNTS**

**A. The New York No-Fault Laws**

**1. Claims for Payment Under the No-Fault Laws**

97. The Metro Pain Defendants admit the allegations in Paragraph 97.

98. The Metro Pain Defendants admit the allegations in Paragraph 98 and respectfully refer the Court to the statutes and laws referred to in their entirety for their full content and meaning.

99. The Metro Pain Defendants admit the allegations in Paragraph 99.

100. The Metro Pain Defendants admit the allegations in Paragraph 100.

101. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 101, and therefore are deemed denied, and

respectfully refer the Court to the statutes referred to in their entirety for their full content and meaning.

102. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 102, and therefore are deemed denied, and respectfully refer the Court to Section 403 of the New York State Insurance Law referred to therein in its entirety for its full content and meaning.

**2. The No-Fault Laws Prohibit Ownership of Professional Service Corporations by Unlicensed Laypersons**

103. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 103, and therefore are deemed denied, and respectfully refer the Court to the statutes and laws referred to in their entirety for their full content and meaning.

104. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 104, and therefore are deemed denied, and respectfully refer the Court to the statutes and laws referred to in their entirety for their full content and meaning.

105. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 105, and therefore are deemed denied, and respectfully refer the Court to the statutes and laws referred to in their entirety for their full content and meaning.

106. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 106, and therefore are deemed denied, and respectfully refer the Court to the statutes and laws referred to in their entirety for their full content and meaning.

**3. The No-Fault Laws Prohibit Kickbacks and Referrals Based on Financial Relationships**

107. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 107, and therefore are deemed denied, and respectfully refer the Court to the statutes and laws referred to in their entirety for their full content and meaning.

108. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 108, and therefore are deemed denied, and respectfully refer the Court to the statutes and laws referred to in their entirety for their full content and meaning.

109. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 109, and therefore are deemed denied, and respectfully refer the Court to the statutes and laws referred to in their entirety for their full content and meaning.

110. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 110, and therefore are deemed denied, and respectfully refer the Court to the statutes and laws referred to in their entirety for their full content and meaning.

111. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 111, and therefore are deemed denied, and respectfully refer the Court to the statutes and laws referred to in their entirety for their full content and meaning.

**4. Services Rendered in Violation of New York Law Are Not Reimbursable**

112. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 112, and therefore are deemed denied, and respectfully refer the Court to the statutes and laws referred to in their entirety for their full content and meaning.

113. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 113, and therefore are deemed denied, and respectfully refer the Court to the statutes and laws referred to in their entirety for their full content and meaning.

**5. Services Rendered to New York Patients Outside of New York Must Comply with the Law of the Jurisdiction in Which They Are Rendered**

114. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 114, and therefore are deemed denied, and respectfully refer the Court to the statutes and laws referred to in their entirety for their full content and meaning.

115. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 115, and therefore are deemed denied, and respectfully refer the Court to the statutes and laws referred to in their entirety for their full content and meaning.

**6. New Jersey Law Prohibits Kickbacks and Self-Referrals**

116. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 116, and therefore are deemed denied, and respectfully refer the Court to the statutes and laws referred to in their entirety for their full content and meaning.

117. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 117, and therefore are deemed denied, and respectfully refer the Court to the statutes and laws referred to in their entirety for their full content and meaning.

118. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 118, and therefore are deemed denied, and respectfully refer the Court to the statutes and laws referred to in their entirety for their full content and meaning.

#### **7. Reimbursement for Services Rendered in New Jersey**

119. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 119, and therefore are deemed denied, and respectfully refer the Court to the statutes and laws referred to in their entirety for their full content and meaning.

120. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 120, and therefore are deemed denied, and respectfully refer the Court to the statutes and laws referred to in their entirety for their full content and meaning.

#### **C. The Fraudulent Health Care Enterprise Created By Moshe, Dr. Moshe, Dolsky, Alon, and Shapiro**

121. The Metro Pain Defendants deny the allegations in Paragraph 121 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 121 insofar as they are alleged against other defendants, and therefore are deemed denied.

**1. Moshe and Alon Get Into the No-Fault Business**

122. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 122, and therefore are deemed denied.

**2. Moshe's ASC Business**

123. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 123, and therefore are deemed denied.

**a. Excel Surgery**

124. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 124, and therefore are deemed denied.

125. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 125, except admit except admit that Dr. Shapiro formerly served as a medical director of Excel Surgery.

126. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 126, and therefore are deemed denied.

127. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 127, and therefore are deemed denied.

**b. HealthPlus Surgery**

128. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 128, and therefore are deemed denied.

129. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 129, and therefore are deemed denied.

130. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 130, and therefore are deemed denied.

131. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 131, and therefore are deemed denied.

132. The Metro Pain Defendants deny the allegations in Paragraph 132 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 132 insofar as they are alleged against other defendants, and therefore are deemed denied.

**c. Surgicare**

133. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 133, and therefore are deemed denied.

134. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 134, and therefore are deemed denied.

135. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 135, and therefore are deemed denied.

136. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 136, and therefore are deemed denied.

137. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 137, and therefore are deemed denied.

138. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 138, and therefore are deemed denied.

139. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 139, and therefore are deemed denied.

140. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 140, and therefore are deemed denied.



141. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 141, and therefore are deemed denied.

142. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 142, and therefore are deemed denied.

**d. Citimed Surgery**

143. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 143, and therefore are deemed denied.

144. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 144, and therefore are deemed denied.

145. The Metro Pain Defendants deny the allegations in Paragraph 145 insofar as they are alleged against the Metro Pain Defendants, except admit that Dr. Shapiro owned PMR Medical; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 145 insofar as they are alleged against other defendants, and therefore are deemed denied.

**3. Citimedical Clinics Are Established to Profit from Patient Care and Drive Patients Into Moshe's ASCs**

146. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 146, and therefore are deemed denied.

147. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 147, and therefore are deemed denied.

**a. Dr. Moshe and the Citimedical Clinics**

148. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 148, and therefore are deemed denied.

149. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 149, and therefore are deemed denied.

150. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 150, and therefore are deemed denied.

151. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 151, and therefore are deemed denied.

152. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 152, and therefore are deemed denied.

153. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 153, and therefore are deemed denied.

154. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 154, and therefore are deemed denied.

155. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 155, and therefore are deemed denied.

156. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 156, and therefore are deemed denied.

157. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 157, and therefore are deemed denied.

158. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 158, and therefore are deemed denied.

159. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 159, and therefore are deemed denied.

**b. Dolsky and Optimum Health Provide Acupuncture at Citimedical Clinics**

160. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 160, and therefore are deemed denied.

161. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 161, and therefore are deemed denied.

162. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 162, and therefore are deemed denied.

**c. The Expansion of Citimedical, Moshe's ASCs, and Services Billed to the State Farm Companies**

163. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 163, and therefore are deemed denied.

164. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 164, and therefore are deemed denied.

165. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 165, and therefore are deemed denied.

**4. Metro Pain Clinics Are Established to Profit from Patient Care and Drive Patients Into the Moshe ASCs**

166. The Metro Pain Defendants deny the allegations in Paragraph 166 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 166 insofar as they are alleged against other defendants, and therefore are deemed denied.

**a. Metro Pain's Formation and Method of Operations**

167. The Metro Pain Defendants deny the allegations in Paragraph 167, except admit that from 2012 until 2021 Metro Pain and the medical personnel associated with it provided medical services to patients, including pain management treatment, and treated such patients at various clinics in New York City.

168. The Metro Pain Defendants deny the allegations in Paragraph 168, and respectfully refer the Court to the full and complete transcript of the Examination Under Oath (“EUO”) in its entirety for its full content and meaning.

169. The Metro Pain Defendants deny the allegations in Paragraph 169.

170. The Metro Pain Defendants deny the allegations in Paragraph 170, and respectfully refer the Court to the full and complete transcript of the EUO in its entirety for its full content and meaning.

171. The Metro Pain Defendants deny the allegations in Paragraph 171, except admit that Dr. Shapiro had the responsibility to find new healthcare providers at Metro Pain clinics when professional and non-professional personnel left the facilities and/or did not renew their subleases with Metro Pain.

#### **b. Metro Pain's Operations at Four Clinic Locations**

172. The Metro Pain Defendants deny the allegations in Paragraph 172, except admit that at various times during the period of March 2017 to 2021, Metro Pain performed medical services at the four clinic locations referenced in the first sentence of Paragraph 172, namely 103-10 Flatlands, 204-12 Hillside, 2451 E. Tremont and 717 Southern.

##### **i. 105-10 Flatlands**

173. The Metro Pain Defendants deny the allegations in Paragraph 173, except admit that from March 2018 to November 2021, Metro Pain operated a clinic at 105-10 Flatlands.

174. The Metro Pain Defendants deny the allegations in Paragraph 174 insofar as they are alleged against the Metro Pain Defendants except admit that from March 2018 to May 2021, Metro Pain operated a clinic at 105-10 Flatlands; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 174 insofar as they are alleged against

other parties and/or defendants and as to what they may have testified to in other proceedings, and therefore are deemed denied.

175. The Metro Pain Defendants deny the allegations in Paragraph 175 insofar as they are alleged against the Metro Pain Defendants, except admit that from March 2018 to May 2021, Metro Pain operated a clinic at 105-10 Flatlands and examined and treated patients at the 105-10 Flatlands location. The Metro Pain Defendants also respectfully refer the Court to the “licensing agreement” referred to in Paragraph 175 in its entirety for its full and content and meaning.

176. The Metro Pain Defendants deny the allegations contained in Paragraph 176, except admit that, on or about January 1, 2018, Metro Pain took control over the physical space at 105-10 Flatlands and entered into a lease with 105 Flatlands LLC for same, and respectfully refer the Court to the lease in its entirety for its terms and conditions, inclusive of the amounts of rent to be paid under the lease, and further admit that Viktoria Shakarova and David Davidov continued to work at 105-10 Flatlands when Metro Pain took control over this location, and that Metro Pain did not pay any compensation to Dr. Ajudua when it took over the 105-10 Flatlands location.

177. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 177, and therefore are deemed denied, except admit that in or about January 2018 Metro Pain took control over the physical space at 105-10 Flatlands.

178. The Metro Pain Defendants deny the allegations in Paragraph 178 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the remainder of the allegations in Paragraph 178 against any other defendants and/or parties, and therefore are deemed denied.

179. The Metro Pain Defendants deny the allegations in Paragraph 179 insofar as they are alleged against the Metro Pain Defendants and respectfully refer the Court to the full and complete contents of the respective “License Agreements” in their entirety for their full content and meaning.

180. The Metro Pain Defendants deny the allegations in Paragraph 180 insofar as they are alleged against the Metro Pain Defendants and respectfully refer the Court to the full and complete contents of the respective “License Agreements” in their entirety for their full content and meaning.

181. The Metro Pain Defendants deny the allegations in Paragraph 181 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the remainder of the allegations in Paragraph 181 against any other defendants and/or parties, and therefore are deemed denied.

**ii. 204-12 Hillside**

182. The Metro Pain Defendants deny the allegations in Paragraph 182.

183. The Metro Pain Defendants deny the allegations in Paragraph 183 insofar as they are alleged against the Metro Pain Defendants, except admit that from October 2017 to May 2021, Metro Pain operated a clinic at 204-12 Hillside; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 183 insofar as they are alleged against other parties and/or defendants and what they may have testified to in other proceedings, and therefore are deemed denied.

184. The Metro Pain Defendants deny the allegations in Paragraph 184 insofar as they are alleged against the Metro Pain Defendants, except admit that Metro Pain examined and treated patients at the 204-12 Hillside location. The Metro Pain Defendants also respectfully refer the

Court to the “licensing agreement” referred to in Paragraph 184 in its entirety for its full and content and meaning.

185. The Metro Pain Defendants deny the allegations in Paragraph 185, except admit that, on or about October 27, 2017, Metro Pain entered into a lease with Hillside 2626, LLC for the space at 204-12 Hillside, and respectfully refer the Court to the lease in its entirety for its terms and conditions, inclusive of the amounts of rent to be paid under the lease, and further admit that Viktoria Shakarova and David Davidov continued to work at 204-12 Hillside when Metro Pain took control over this location, and that Metro Pain did not pay any compensation to Dr. Ajudua when it took over the 204-12 Hillside location.

186. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 186, and therefore are deemed denied, except admit that, in or about November 2017, Metro Pain took control over the physical space at 204-12 Hillside.

187. The Metro Pain Defendants deny the allegations in Paragraph 187 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the remainder of the allegations in Paragraph 187 against any other defendants and/or parties, and therefore are deemed denied.

188. The Metro Pain Defendants deny the allegations in Paragraph 188, and respectfully refer the Court to the full and complete contents of the respective “License Agreements” in their entirety for their full content and meaning.

189. The Metro Pain Defendants deny the allegations in Paragraph 189, and respectfully refer the Court to the full and complete contents of the respective “License Agreements” in their entirety for their full content and meaning.

190. The Metro Pain Defendants deny the allegations in Paragraph 190, insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the remainder of the allegations in Paragraph 190 against any other defendants and/or parties, and therefore are deemed denied.

**iii. 717 Southern**

191. The Metro Pain Defendants deny the allegations in Paragraph 191, except admit that from August 2018 to December 2019 Metro Pain operated a clinic at 717 Southern.

192. The Metro Pain Defendants deny the allegations in Paragraph 192 insofar as they are alleged against the Metro Pain Defendants, except admit that from August 2018 to December 2019 Metro Pain operated a clinic at 717 Southern; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 192 insofar as they are alleged against other parties and/or defendants and what they may have testified to in their respective affidavit(s), and therefore are deemed denied.,.

193. The Metro Pain Defendants deny the allegations in Paragraph 193 insofar as they are alleged against the Metro Pain Defendants, except admit that as of August 2018 Metro Pain examined and treated patients at the 717 Southern location.

194. The Metro Pain Defendants admit that Metro Pain entered into a lease with Semaj Realty, LLC for the space at 717 Southern and respectfully refer the Court to the lease in its entirety for its terms and conditions, inclusive of the amounts of rent to be paid under the lease and deny each and every other allegation contained in Paragraph 194.

195. The Metro Pain Defendants deny the allegations in Paragraph 195, except admit that defendant Metro Pain hired Lolita Dasheusky and other personnel who had previously worked



at this location and respectfully refer the Court to the full and complete transcript of the referenced EUO of Dr. Shapiro in its entirety for its full content and meaning.

196. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 196, and therefore are deemed denied, except admit that, starting in or about November 2017, Metro Pain entered into a lease for the location of 717 Southern and operated a clinic at that location.

197. The Metro Pain Defendants deny the allegations in Paragraph 197 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the remainder of the allegations in Paragraph 197 against any other defendants and/or parties, and therefore are deemed denied.

198. The Metro Pain Defendants deny the allegations in Paragraph 198 insofar as they are alleged against the Metro Pain Defendants and respectfully refer the Court to the full and complete contents of the respective “lease agreements” and “License Agreements” in their entirety for their full content and meaning.

199. The Metro Pain Defendants deny the allegations in Paragraph 199 insofar as they are alleged against the Metro Pain Defendants and respectfully refer the Court to the full and complete contents of the respective “agreements” referred to therein in their entirety for their full content and meaning.

**iv. 2451 E. Tremont**

200. The Metro Pain Defendants deny the allegations in Paragraph 200.

201. The Metro Pain Defendants deny the allegations in Paragraph 201, except admit that, from March 2017 to August 2019, Metro Pain began to treat patients at 2451 E. Tremont and that, at the time it started treating patients in March 2017, Metro Pain did not have a written lease

with the property owner for the premises; and respectfully refer the Court to the contents of the referenced EUO of Dr. Shapiro and the referenced unidentified “financial records” in their entirety for their full content and meaning,

202. The Metro Pain Defendants deny the allegations in Paragraph 202, except admit that Dr. Shapiro testified at an EUO on October 28, 2018, that “the front desk there, the girls has been there all this time with us since before us....”

203. The Metro Pain Defendants deny the allegations in Paragraph 203 insofar as they are alleged against the Metro Pain Defendants except admit that, starting in or about March 2017, Metro Pain began operating a clinic at the 2451 E. Tremont location, which included the performance of medical services for patients by certain medical professionals; and deny knowledge or information sufficient to form a belief as to all other allegations in Paragraph 203, and therefore are deemed denied.

204. The Metro Pain Defendants deny the allegations in Paragraph 204 insofar as they are alleged against the Metro Pain Defendants, except admit that starting in or about March 2017 Metro Pain began operating a clinic at the 2451 E, Tremont location which included the performance of medical services for patients by certain medical professionals; and deny knowledge or information sufficient to form a belief as to all other allegations contained in Paragraph 204, and therefore are deemed denied.

205. The Metro Pain Defendants deny the allegations in Paragraph 205 insofar as they are alleged against the Metro Pain Defendants except admit that starting in or about March 2017 Metro Pain began operating a clinic at the 2451 E. Tremont location, which included the performance of medical services for patients by certain medical professionals. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to all other allegations

contained in Paragraph 205, and therefore are deemed denied, and respectfully refer the Court to the full and complete contents of the respective “lease agreements” and “License Agreements” referred to therein in their entirety for their full content and meaning.

206. The Metro Pain Defendants deny the allegations in Paragraph 206 insofar as they are alleged against the Metro Pain Defendants, except admit that, starting in or about March 2017, Metro Pain began operating a clinic at the 2451 E. Tremont location, which included the performance of medical services for patients by certain medical professionals. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to all other allegations contained in Paragraph 206, and therefore are deemed denied, and respectfully refer the Court to the full and complete contents of the respective “agreements” referred to therein in their entirety for their full content and meaning.

**c. Metro Pain Referred Patients Pursuant to Financial Arrangements**

207. The Metro Pain Defendants deny the allegations in Paragraph 207, except admit that, at various times during the period of March 2017 to 2021, Metro Pain operated clinics at 105-10 Flatlands Avenue, 204-12 Hillside, 717 Southern, and 2541 E. Tremont, at which locations patients received medical treatment from various medical professionals.

**d. Financial Arrangements with the Shapiro Defendants**

208. The Metro Pain Defendants deny the allegations in Paragraph 208, except admit that, when appropriate, Metro Pain and Tri-Borough performed pain management and orthopedic consultations, and referred patients for any medically necessary procedures.

209. The Metro Pain Defendants deny the allegations in Paragraph 209, except refer to the referenced financing agreements for a complete and accurate description of their contents.

210. The Metro Pain Defendants deny the allegations in Paragraph 210.

211. The Metro Pain Defendants deny the allegations in Paragraph 211.

212. The Metro Pain Defendants deny the allegations in Paragraph 212, except admit that Dr. Shapiro is the owner of PMR Medical and was the owner of Premier Anesthesia until June 1, 2018, and that Dr. Shapiro formerly served as a medical director of Excel Surgery, Dynamic Surgery and HealthPlus Surgery.

**e. Shapiro Forms and Begins Billing Through Tri-Borough to Further the Scheme.**

213. The Metro Pain Defendants deny the allegations in Paragraph 213, except admit that, beginning in May 2021, Dr. Shapiro formed and began operating Tri-Borough at certain of the same locations at which Metro Pain treated patients and thereafter began submitting invoices to certain State Farm companies for services rendered through Tri-Borough.

214. The Metro Pain Defendants deny the allegations in Paragraph 214 of the Complaint, except admit that Dr. Shapiro testified at an EUO on September 24, 2021, and respectfully refer the Court to the contents of the EOU in its entirety for the actual and complete testimony given by Dr. Shapiro to the questions posed therein.

215. The Metro Pain Defendants deny the allegations in Paragraph 215 of the Complaint.

**5. Affiliated Providers Render Other Services at the Moshe ASCs**

216. The Metro Pain Defendants deny the allegations in Paragraph 216 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to all other allegations contained in Paragraph 216, and therefore are deemed denied.

**a. Anesthesia Services Are Used to Advance the Scheme**

217. The Metro Pain Defendants deny the allegations in Paragraph 217 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to all other allegations contained in Paragraph 217, and therefore are deemed denied.

218. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 218, and therefore are deemed denied.

219. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 219, and therefore are deemed denied.

220. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 220, and therefore are deemed denied.

221. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 221, and therefore are deemed denied.

222. The Metro Pain Defendants deny the allegations in Paragraph 222, except admit that Dr. Shapiro formerly owned Premier Anesthesia.

223. The Metro Pain Defendants deny the allegations in Paragraph 223, except admit that Dr. Shapiro transferred ownership of Premier Anesthesia to Dr. Kifaieh, and deny knowledge or information sufficient to form a belief as to the testimony of Dr. Kifaieh.

224. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 224, and therefore are deemed denied.

**b. Drug Testing Provides Yet Another Opportunity to Profit**

225. The Metro Pain Defendants deny the allegations in Paragraph 225 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to

form a belief as to all other allegations contained in Paragraph 225, and therefore are deemed denied.

226. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 226, and therefore are deemed denied.

227. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 227, and therefore are deemed denied.

228. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 228, and therefore are deemed denied.

229. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 229, and therefore are deemed denied.

230. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 230, and therefore are deemed denied.

231. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 231, and therefore are deemed denied.

## **6. Coordinated Efforts to Guarantee a Steady and Profitable Flow of Patients**

232. The Metro Pain Defendants deny the allegations in Paragraph 232 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to all other allegations contained in Paragraph 232, and therefore are deemed denied.

### **a. Alon and the Beshert Network**

233. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 233, and therefore are deemed denied.

234. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 234, and therefore are deemed denied.

235. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 235, and therefore are deemed denied.

236. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 236, and therefore are deemed denied.

237. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 237, and therefore are deemed denied.

238. The Metro Pain Defendants deny the allegations in Paragraph 238 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to all other allegations contained in Paragraph 238, and therefore are deemed denied.

239. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 239, and therefore are deemed denied.

240. The Metro Pain Defendants deny the allegations in Paragraph 240 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to all other allegations contained in Paragraph 240, and therefore are deemed denied.

241. The Metro Pain Defendants deny the allegations in Paragraph 241 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to all other allegations contained in Paragraph 241, and therefore are deemed denied.

242. The Metro Pain Defendants deny the allegations in Paragraph 242 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to all other allegations contained in Paragraph 242, and therefore are deemed denied.

243. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 243, and respectfully refer the Court to the referenced regulations for a complete and accurate description of their contents.

244. The Metro Pain Defendants deny the allegations in Paragraph 244 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to all other allegations contained in Paragraph 244, and therefore are deemed denied.

**b. Financing Arrangements with Other Providers Who Refer Patients to the Moshe ASCs for Procedures**

245. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 245, and therefore are deemed denied.

246. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 246, and therefore are deemed denied.

**c. Moshe's Preclearance Procedures to Confirm Patients' No-Fault Benefits**

247. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 247, and therefore are deemed denied.

**d. Moshe's Use of Transportation Companies to Ensure Patient Travel from New York to New Jersey**

248. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 248, and therefore are deemed denied.



249. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 249, and therefore are deemed denied.

250. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 250, and therefore are deemed denied.

251. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 251, and therefore are deemed denied.

**e. Additional Efforts to Illegally Steer Patients to the Moshe ASCs, the Citimedical Defendants, and the Metro Pain Clinics**

252. The Metro Pain Defendants deny the allegations in Paragraph 252 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to all other allegations contained in Paragraph 252, and therefore are deemed denied.

253. The Metro Pain Defendants deny the allegations in Paragraph 253.

254. The Metro Pain Defendants deny the allegations in Paragraph 254.

255. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 255, and therefore are deemed denied.

256. The Metro Pain Defendants deny the allegations in Paragraph 256 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to all other allegations contained in Paragraph 256, and therefore are deemed denied.

257. The Metro Pain Defendants deny the allegations in Paragraph 257, except admit that Dr. Shapiro owns Legal MDConsult.

**f. Defendants' Efforts Have Been Extremely Successful and Profitable**

258. The Metro Pain Defendants deny the allegations in Paragraph 258 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to all other allegations contained in Paragraph 258, and therefore are deemed denied.

**C. The Legitimate Treatment of Patients with Strains and Sprains**

**1. Diagnoses, Treatment Plans, and Conservative Care**

259. The Metro Pain Defendants deny the allegations in Paragraph 259 insofar as they are alleged against the Metro Pain Defendants, except admit that the Metro Pain Defendants examined, diagnosed, and treated patients who have been in motor vehicle accidents and, among other things complained of neck and back pain; and deny knowledge or information sufficient to form a belief as to the truth of the remainder of the allegations in Paragraph 259 against all other defendants, and therefore are deemed denied.

260. The allegations in Paragraph 260 state medical and legal conclusions to which no response is required. To the extent that a response is required, the Metro Pain Defendants deny the allegations and deny knowledge or information of Plaintiffs' definition and application of certain terms, including "legitimate examination" and "legitimate diagnosis" as used herein.

261. The allegations in Paragraph 261 state medical and legal conclusions to which no response is required. To the extent that a response is required, the Metro Pain Defendants deny the allegations and deny knowledge or information of Plaintiffs' definition and application of certain terms, including "legitimate examination" and "legitimate diagnosis" as used herein.

262. The allegations in Paragraph 262 state medical and legal conclusions to which no response is required. To the extent that a response is required, the Metro Pain Defendants deny

the allegations and deny knowledge or information of Plaintiffs' definition and application of certain terms, including "legitimate treatment plans" as used herein.

263. The allegations in Paragraph 263 state medical and legal conclusions to which no response is required. To the extent that a response is required, the Metro Pain Defendants deny the allegations.

264. The allegations in Paragraph 264 state medical and legal conclusions to which no response is required. To the extent that a response is required, the Metro Pain Defendants deny the allegations.

265. The allegations in Paragraph 265 state medical and legal conclusions to which no response is required. To the extent that a response is required, the Metro Pain Defendants deny the allegations.

266. The allegations in Paragraph 266 state medical and legal conclusions to which no response is required. To the extent that a response is required, the Metro Pain Defendants deny the allegations.

267. The allegations in Paragraph 267 state medical and legal conclusions to which no response is required. To the extent that a response is required, the Metro Pain Defendants admit the allegations in Paragraph 267.

268. The allegations in Paragraph 268 state medical and legal conclusions to which no response is required. To the extent that a response is required, the Metro Pain Defendants deny the allegations.

269. The allegations in Paragraph 269 state medical and legal conclusions to which no response is required. To the extent that a response is required, the Metro Pain Defendants deny the allegations.

## **2. Legitimate Acupuncture**

270. The allegations in Paragraph 270 state medical and legal conclusions, are not directed at the Metro Pain Defendants, and therefore no response is required. To the extent that a response is required, the Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 270, and therefore are deemed denied.

271. The allegations in Paragraph 271 state medical and legal conclusions, are not directed at the Metro Pain Defendants, and therefore no response is required. To the extent that a response is required, the Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 271, and therefore are deemed denied.

272. The allegations in Paragraph 272 state medical and legal conclusions, are not directed at the Metro Pain Defendants, and therefore no response is required. To the extent that a response is required, the Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 272, and therefore are deemed denied.

273. The allegations in Paragraph 273 state medical and legal conclusions, are not directed at the Metro Pain Defendants, and therefore no response is required. To the extent that a response is required, the Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 273, and therefore are deemed denied.

274. The allegations in Paragraph 274 state medical and legal conclusions, are not directed at the Metro Pain Defendants, and therefore no response is required. To the extent that a response is required, the Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 274, and therefore are deemed denied.

### **3. Legitimate EDX Testing**

275. The allegations in Paragraph 275 state medical and legal conclusions, and therefore no response is required. To the extent that a response is required, the Metro Pain Defendants deny the allegations.

### **4. Computerized ROM and Muscle Testing**

276. The allegations in Paragraph 276 state medical and legal conclusions, and therefore no response is required. To the extent that a response is required, the Metro Pain Defendants deny the allegations.

277. The allegations in Paragraph 277 state medical and legal conclusions, and therefore no response is required. To the extent that a response is required, the Metro Pain Defendants deny the allegations.

278. The allegations in Paragraph 278 state medical and legal conclusions, and therefore no response is required. To the extent that a response is required, the Metro Pain Defendants deny the allegations.

279. The allegations in Paragraph 279 state medical and legal conclusions, and therefore no response is required. To the extent that a response is required, the Metro Pain Defendants deny the allegations.

280. The allegations in Paragraph 280 state medical and legal conclusions, and therefore no response is required. To the extent that a response is required, the Metro Pain Defendants deny the allegations.

281. The allegations in Paragraph 281 state medical and legal conclusions, and therefore no response is required. To the extent that a response is required, the Metro Pain Defendants deny the allegations.

282. The allegations in Paragraph 282 state medical and legal conclusions, and therefore no response is required. To the extent that a response is required, the Metro Pain Defendants deny the allegations.

**D. Defendants' Predetermined Treatment Protocol**

283. Deny the allegations in Paragraph 283 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to all other allegations contained in Paragraph 283, and therefore are deemed denied.

284. Deny the allegations in Paragraph 284 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to all other allegations contained in Paragraph 284, and therefore are deemed denied.

285. Deny the allegations in Paragraph 285 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to all other allegations contained in Paragraph 285, and therefore are deemed denied.

**1. The Citimedical Defendants' Predetermined Treatment Protocol**

286. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 286, and therefore are deemed denied.

**a. Citimedical Defendants' Examinations and Treatment Plans**

287. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 287, and therefore are deemed denied.

288. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 288, and therefore are deemed denied.

289. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 289, and therefore are deemed denied.

290. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 290, and therefore are deemed denied.

291. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 291, and therefore are deemed denied.

292. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 292, and therefore are deemed denied.

293. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 293, and therefore are deemed denied.

**b. Citimedical Defendants' Physical Therapy Treatment**

294. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 294, and therefore are deemed denied.

295. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 295, and therefore are deemed denied.

296. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 296, and therefore are deemed denied.

297. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 297, and therefore are deemed denied.

298. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 298, and therefore are deemed denied.

**c. Citimedical Defendants' Chiropractic Treatment**

299. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 299, and therefore are deemed denied.

300. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 300, and therefore are deemed denied.

301. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 301, and therefore are deemed denied.

302. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 302, and therefore are deemed denied.

303. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 303, and therefore are deemed denied.

304. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 304 and therefore are deemed denied.

305. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 305, and therefore are deemed denied.

306. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 306, and therefore are deemed denied.

307. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 307, and therefore are deemed denied.

**d. Dolsky and Optimum Health's Acupuncture Treatment**

308. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 308, and therefore are deemed denied.

309. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 309, and therefore are deemed denied.

310. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 310, and therefore are deemed denied.

311. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 311, and therefore are deemed denied.



312. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 312, and therefore are deemed denied.

313. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 313, and therefore are deemed denied.

314. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 314, and therefore are deemed denied.

**e. Citimedical Defendants' Hyperbaric Oxygen Therapy**

315. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 315, and therefore are deemed denied.

316. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 316, and therefore are deemed denied.

317. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 317, and therefore are deemed denied.

318. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 318, and therefore are deemed denied.

**f. Diagnostic Testing by the Citimedical Defendants**

319. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 319, and therefore are deemed denied.

**i. Citimedical Defendants' Fraudulent Outcome Assessment Tests**

320. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 320, and therefore are deemed denied.

321. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 321, and therefore are deemed denied.

322. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 322, and therefore are deemed denied.

323. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 323, and therefore are deemed denied.

324. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 324, and therefore are deemed denied.

325. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 325, and therefore are deemed denied.

**ii. Citimedical Defendants' EDX Testing**

326. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 326, and therefore are deemed denied.

327. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 327, and therefore are deemed denied.

**iii. Citimedical Defendants' Computerized ROM and Muscle Testing**

328. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 328, and therefore are deemed denied.

329. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 329, and therefore are deemed denied.

330. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 330, and therefore are deemed denied.

331. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 331, and therefore are deemed denied.

332. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 332, and therefore are deemed denied.

**iv. Citimedical Defendants' Physical Capacity Tests**

333. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 333, and therefore are deemed denied.

334. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 334, and therefore are deemed denied.

335. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 335, and therefore are deemed denied.

336. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 336, and therefore are deemed denied.

337. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 337, and therefore are deemed denied.

**4. Shapiro Defendants' Predetermined Treatment Protocol**

338. The Metro Pain Defendants deny the allegations in Paragraph 338.

**a. Shapiro Defendants' Examinations and Treatment Plans**

339. The Metro Pain Defendants deny the allegations in Paragraph 339.

340. The Metro Pain Defendants deny the allegations in Paragraph 340, except admit that Metro Pain physicians and physician assistants conduct legitimate examinations.

341. The Metro Pain Defendants deny the allegations in Paragraph 341.

342. The Metro Pain Defendants deny the allegations in Paragraph 342, except refer to the referenced Initial Reports for a complete and accurate description of their contents.

343. The Metro Pain Defendants deny the allegations in Paragraph 343, except refer to the referenced forms for a complete and accurate description of their contents.

344. The Metro Pain Defendants deny the allegations in Paragraph 344.

345. The Metro Pain Defendants deny the allegations in Paragraph 345 of the Complaint and respectfully refer the Court to (including the actual transcript of the question and answer) the entire question posed to Dr. Shapiro and the entire answer given by Dr. Shapiro in order to accurately and truthfully reflect and describe the testimony of Dr. Shapiro.

346. The Metro Pain Defendants deny the allegations in Paragraph 346, except admit that the Metro Pain physicians properly conducted follow-up examinations and properly prepared follow-up reports.

347. The Metro Pain Defendants deny the allegations in Paragraph 347.

348. The Metro Pain Defendants deny the allegations in Paragraph 348.

**b. Physical Therapy Defendants' Physical Therapy Treatment**

349. The Metro Pain Defendants deny the allegations contained in Paragraph 349 of the Complaint and respectfully refer the Court to the actual respective Physical Therapy Referral Forms and Follow-up Reports referred to therein in their entirety for their full content and meaning.

350. The Metro Pain Defendants deny the allegations in Paragraph 350.

351. The Metro Pain Defendants deny the allegations in Paragraph 351.

352. The Metro Pain Defendants deny the allegations in Paragraph 352.

**c. Chiropractor Defendants' Physical Therapy Treatment**

353. The Metro Pain Defendants deny the allegations in Paragraph 353.

354. The Metro Pain Defendants deny the allegations in Paragraph 354.

355. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 355, and therefore are deemed denied.

356. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 356, and therefore are deemed denied.

357. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 357, and therefore are deemed denied.

358. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 358, and therefore are deemed denied.

**d. Acupuncture Defendants' Acupuncture Treatment**

359. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 359, and therefore are deemed denied.

360. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 360, and therefore are deemed denied.

361. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 361, and therefore are deemed denied.

362. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 362, and therefore are deemed denied.

363. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 363, and therefore are deemed denied.

364. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 364, and therefore are deemed denied.

365. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 365, and therefore are deemed denied.

**e. Diagnostic Testing at the Metro Pain Clinics**

366. The Metro Pain Defendants deny the allegations in Paragraph 366.

**i. Metro Pain Clinics' Fraudulent Outcome Assessment Testing**

367. The Metro Pain Defendants deny the allegations in Paragraph 367.

368. The Metro Pain Defendants deny the allegations in Paragraph 368, and respectfully refer the Court to the contents of the EOU in its entirety for the actual and complete testimony given by Dr. Shapiro to the questions posed therein.

369. The Metro Pain Defendants deny the allegations in Paragraph 369

370. The Metro Pain Defendants deny the allegations and mischaracterizations in Paragraph 370, and refer to any referenced letters of medical necessity for a complete and accurate description of their contents.

371. The Metro Pain Defendants deny the allegations in Paragraph 371, and refer to any referenced Outcome Assessment Tests for a complete and accurate description of their contents.

372. The Metro Pain Defendants deny the allegations in Paragraph 372.

**ii. Metro Pain Clinics' EDX Testing**

373. The Metro Pain Defendants deny the allegations in Paragraph 373.

374. The Metro Pain Defendants deny the allegations in Paragraph 374.

**iii. Metro Pain Clinics' Computerized ROM and Muscle Testing**

375. The Metro Pain Defendants deny the allegations in Paragraph 375 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations insofar as they are alleged against other defendants in Paragraph 375, and therefore are deemed denied.

376. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 376, and therefore are deemed denied.

377. The Metro Pain Defendants deny the allegations in Paragraph 377 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations insofar as they are alleged against other defendants in Paragraph 377, and therefore are deemed denied.

**iv. Metro Pain Clinics' Functional Capacity Test**

378. The Metro Pain Defendants deny the allegations in Paragraph 378 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations insofar as they are alleged against other defendants in Paragraph 378, and therefore are deemed denied.

379. The allegations in Paragraph 379 state medical and legal conclusions to which no response is required. To the extent that a response is required, the Metro Pain Defendants deny the allegations in Paragraph 379.

380. The Metro Pain Defendants deny the allegations in Paragraph 380.

381. The Metro Pain Defendants deny the allegations in Paragraph 381, and refer to any referenced “Referral for Physical Capacity Evaluation” for a complete and accurate description of its contents.

382. The Metro Pain Defendants deny the allegations in Paragraph 382.

383. The Metro Pain Defendants deny the allegations in Paragraph 383.

384. The Metro Pain Defendants deny the allegations in Paragraph 384.

385. The Metro Pain Defendants deny the allegations in Paragraph 385.

**v. Metro Pain Clinics' Pf-NCS Tests**

386. The Metro Pain Defendants deny the allegations in Paragraph 386 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations insofar as they are alleged against other defendants in Paragraph 386, and therefore are deemed denied.

387. The allegations in Paragraph 387 state medical and legal conclusions to which no response is required. To the extent that a response is required, the Metro Pain Defendants deny the allegations in Paragraph 387.

388. The allegations in Paragraph 388 state medical and legal conclusions to which no response is required. To the extent that a response is required, the Metro Pain Defendants deny the allegations in Paragraph 388.

389. The Metro Pain Defendants deny the allegations in Paragraph 389 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations insofar as they are alleged against other defendants in Paragraph 389, and therefore are deemed denied.

390. The allegations in Paragraph 390 state medical and legal conclusions to which no response is required. To the extent that a response is required, the Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 390.

391. The allegations in Paragraph 391 state medical and legal conclusions to which no response is required. To the extent that a response is required, the Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations the allegations in Paragraph 391.



392. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 392, and therefore are deemed denied.

393. The Metro Pain Defendants deny the allegations in Paragraph 393.

394. The Metro Pain Defendants deny the allegations in Paragraph 394 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations insofar as they are alleged against other defendants in Paragraph 394, and therefore are deemed denied.

395. The Metro Pain Defendants deny the allegations in Paragraph 395, except refer to the referenced amendment to the New York fee schedule for a complete and accurate description of its contents, and admit that Metro Pain complied with the amendments.

**f. Metro Pain Clinics' Durable Medical Equipment and Orthotics**

396. The Metro Pain Defendants deny the allegations in Paragraph 396.

397. The Metro Pain Defendants admit the allegations in Paragraph 397.

398. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 398, and therefore are deemed denied, and respectfully refer the Court to the fee schedule and regulation referred to therein in its entirety for its full content and meaning.

399. The Metro Pain Defendants deny the allegations in Paragraph 399, except refer to the referenced Initial and Follow-Up Reports for a complete and accurate description of their contents.

400. The Metro Pain Defendants deny the allegations in Paragraph 400.

401. The Metro Pain Defendants deny the allegations in Paragraph 401.

402. The Metro Pain Defendants deny the allegations in Paragraph 402.

403. The Metro Pain Defendants deny the allegations in Paragraph 403, except admit that, when medically necessary, Metro Pain Defendant physicians prescribe cervical collars, which are worn around the neck for the referenced purpose, and that there are various types of cervical collars.

404. The Metro Pain Defendants deny the allegations in Paragraph 404.

405. The Metro Pain Defendants deny the allegations in Paragraph 405, except admit that, when medically necessary, Metro Pain Defendant physicians prescribe LSOs.

406. The Metro Pain Defendants deny the allegations in Paragraph 406.

407. The Metro Pain Defendants deny the allegations in Paragraph 407.

408. The Metro Pain Defendants deny the allegations in Paragraph 408.

409. The Metro Pain Defendants deny the allegations in Paragraph 409.

410. The Metro Pain Defendants deny the allegations in Paragraph 410.

411. The Metro Pain Defendants deny the allegations in Paragraph 411.

412. The Metro Pain Defendants deny the allegations in Paragraph 412.

### **3. MRI Testing of Patients of the Citimedical Defendants and the Metro Pain Clinics**

413. The Metro Pain Defendants deny the allegations in Paragraph 413 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations insofar as they are alleged against other defendants in Paragraph 413, and therefore are deemed denied.

414. The allegations in Paragraph 414 state medical and legal conclusions to which no response is required. To the extent that a response is required, the Metro Pain Defendants deny the allegations in Paragraph 414.

415. The allegations in Paragraph 415 state medical and legal conclusions to which no response is required. To the extent that a response is required, the Metro Pain Defendants deny the allegations in Paragraph 415.

416. The Metro Pain Defendants deny the allegations in Paragraph 416 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations insofar as they are alleged against other defendants in Paragraph 416, and therefore are deemed denied.

417. The Metro Pain Defendants deny the allegations in Paragraph 417 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations insofar as they are alleged against other defendants in Paragraph 417, and therefore are deemed denied.

418. The Metro Pain Defendants deny the allegations in Paragraph 418 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations insofar as they are alleged against other defendants in Paragraph 418, and therefore are deemed denied.

419. The Metro Pain Defendants deny the allegations in Paragraph 419 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations insofar as they are alleged against other defendants in Paragraph 419, and therefore are deemed denied.

420. The Metro Pain Defendants deny the allegations in Paragraph 420 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations insofar as they are alleged against other defendants in Paragraph 420, and therefore are deemed denied.

421. The Metro Pain Defendants deny the allegations in Paragraph 421 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations insofar as they are alleged against other defendants in Paragraph 421, and therefore are deemed denied.

422. The Metro Pain Defendants deny the allegations in Paragraph 422, except admit that Metro Pain paid Beshert certain amounts for marketing services.

423. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 423, and therefore are deemed denied.

**4. Patients of the Citimedical Defendants and the Metro Pain Clinics are Subjected to Injections and Orthopedic Surgery Procedures at the Moshe ASCs**

424. The Metro Pain Defendants deny the allegations in Paragraph 424 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations insofar as they are alleged against other defendants in Paragraph 424, and therefore are deemed denied.

**a. The Citimedical Defendants' Injections and Surgical Procedures**

425. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 425, and therefore are deemed denied.

426. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 426, and therefore are deemed denied.

427. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 427, and therefore are deemed denied.

428. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 428, and therefore are deemed denied.

429. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 429, and therefore are deemed denied.

430. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 430, and therefore are deemed denied.

431. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 431, and therefore are deemed denied.

432. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 432, and therefore are deemed denied.

433. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 433, and therefore are deemed denied.

434. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 434, and therefore are deemed denied.

435. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 435, and therefore are deemed denied.

436. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 436, and therefore are deemed denied.

437. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 437, and therefore are deemed denied.

438. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 438, and therefore are deemed denied.

439. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 439, and therefore are deemed denied.

440. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 440, and therefore are deemed denied.

441. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 441, and therefore are deemed denied.

442. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 442, and therefore are deemed denied.

443. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 443, and therefore are deemed denied.

444. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 444, and therefore are deemed denied.

**b. Shapiro Defendants' Injections and Orthopedic Surgery Procedures and Related Services Performed Pursuant to Illegal Kickbacks**

445. The Metro Pain Defendants deny the allegations in Paragraph 445 insofar as they are alleged against the Metro Pain Defendants, except admit that in connection with the treatment of certain of its patients, Metro Pain has treated patients for pain management and orthopedic injuries.

446. The Metro Pain Defendants deny the allegations in Paragraph 446 insofar as they are alleged against the Metro Pain Defendants, except admit that in connection with the treatment of certain of its patients, Metro Pain has treated patients for pain management and orthopedic injuries.

447. The Metro Pain Defendants deny the allegations in Paragraph 447.

448. The Metro Pain Defendants deny the allegations in Paragraph 448 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to

form a belief as to the truth of the allegations insofar as they are alleged against other defendants in Paragraph 448, and therefore are deemed denied.

449. The Metro Pain Defendants deny the allegations in Paragraph 449.

450. The Metro Pain Defendants deny the allegations in Paragraph 450.

451. The Metro Pain Defendants deny the allegations in Paragraph 451.

**5. Patients Who Undergo Procedures at the Moshe ASCs Receive Other Non-Reimbursable Services to Enrich Defendants**

452. The Metro Pain Defendants deny the allegations in Paragraph 452 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations insofar as they are alleged against other defendants in Paragraph 452, and therefore are deemed denied.

**a. Anesthesia Services Rendered at the Moshe ASCs**

453. The Metro Pain Defendants deny the allegations in Paragraph 453 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations insofar as they are alleged against other defendants in Paragraph 453, and therefore are deemed denied.

454. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 454, and therefore are deemed denied.

455. Deny the allegations in Paragraph 455 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations insofar as they are alleged against other defendants in Paragraph 455, and therefore are deemed denied.

456. Deny the allegations in Paragraph 456 insofar as they are alleged against the Metro Pain Defendants, except admits that Dr. Shapiro owned PMR Medical; and deny knowledge or

information sufficient to form a belief as to the truth of the allegations insofar as they are alleged against other defendants in Paragraph 456, and therefore are deemed denied.

457. The allegations in Paragraph 457 state medical and legal conclusions to which no response is required. To the extent that a response is required, the Metro Pain Defendants deny the allegations in Paragraph 457.

458. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 458, and therefore are deemed denied.

459. The Metro Pain Defendants deny the allegations in Paragraph 459 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations insofar as they are alleged against other defendants in Paragraph 459, and therefore are deemed denied.

**b. Urine Drug Testing of Patients Receiving Procedures at the Moshe ASCs**

460. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 460, and therefore are deemed denied.

461. Paragraph 461 states medical and legal conclusions to which no response is required. To the extent a response is required, the Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 461.

462. Paragraph 462 states medical and legal conclusions to which no response is required. To the extent a response is required, the Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 462.

463. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 463, and therefore are deemed denied.



464. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 464, and therefore are deemed denied.

465. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 465, and therefore are deemed denied.

466. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 466, and therefore are deemed denied.

467. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 467, and therefore are deemed denied.

468. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 468, and therefore are deemed denied.

469. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 469, and therefore are deemed denied.

470. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 470, and therefore are deemed denied.

471. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 471, and therefore are deemed denied.

472. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 472, and therefore are deemed denied.

**c. DME Is Provided to Patients Receiving Procedures at the Moshe ASCs Pursuant to Kickback Payments**

473. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 473, and therefore are deemed denied.

474. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 474, and therefore are deemed denied.

475. Paragraph 475 states medical and legal conclusions to which no response is required. To the extent a response is required, the Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 475.

476. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 476, and therefore are deemed denied.

477. The Metro Pain Defendants deny the allegations in Paragraph 477 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations insofar as they are alleged against other defendants in Paragraph 477, and therefore are deemed denied.

**d. Some Patients Undergoing Procedures at the Moshe ASCs  
Receive Preoperative Testing at Hudson Regional**

478. The Metro Pain Defendants deny the allegations in Paragraph 478 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations insofar as they are alleged against other defendants in Paragraph 478, and therefore are deemed denied.

479. The Metro Pain Defendants deny the allegations in Paragraph 479 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations insofar as they are alleged against other defendants in Paragraph 479, and therefore are deemed denied.

480. The Metro Pain Defendants deny the allegations in Paragraph 480 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations insofar as they are alleged against other defendants in Paragraph 480, and therefore are deemed denied.

**E. Citimedical Defendants Illegally Operate Under Layperson Control**

481. The allegations in Paragraph 481 state a legal conclusion to which no response is required, and the Metro Pain Defendants respectfully refer all questions as to law to the Court. To the extent that a response is required, the Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 481, and therefore are deemed denied.

482. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 482, and therefore are deemed denied.

**F. Citimed Surgery Illegally Operates in Violation of Article 28**

483. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 483, and therefore are deemed denied.

484. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 484, and refer to the referenced statute for a complete and accurate description of its contents.

485. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 485, and therefore are deemed denied.

486. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 486, and therefore are deemed denied.

487. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 487, and therefore are deemed denied.

**G. Citimedical Defendants Improperly Utilized and Misrepresented the Status of Independent Contractors as Employees**

488. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 488, and therefore are deemed denied.

489. The allegations in Paragraph 489 state a legal conclusion to which no response is required, and the Metro Pain Defendants respectfully refer all questions as to law to the Court. To the extent that a response is required, the Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 489, and therefore are deemed denied.

490. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 490, and therefore are deemed denied.

491. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 491, and therefore are deemed denied.

492. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 492, and therefore are deemed denied.

493. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 493, and therefore are deemed denied.

494. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 494, and therefore are deemed denied.

495. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 495, and therefore are deemed denied.

**H. Dynamic Surgery and HealthPlus Surgery Failed to Operate in Compliance with New Jersey Law, and the Facility Fees for Procedures Were Ineligible for Reimbursement**

496. The allegations in Paragraph 496 state a legal conclusion to which no response is required, and the Metro Pain Defendants respectfully refer all questions as to law to the Court. To the extent that a response is required, the Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 496, and therefore are deemed denied.

497. The Metro Pain Defendants deny the allegations in Paragraph 497 insofar as they are alleged against the Metro Pain Defendants, except admit that Dr. Shapiro was a medical director of Excel Surgery; and deny knowledge or information sufficient to form a belief as to the truth of the allegations insofar as they are alleged against other defendants in Paragraph 497, and therefore are deemed denied.

498. The Metro Pain Defendants deny the allegations in Paragraph 498 insofar as they are alleged against the Metro Pain Defendants, except admit that in Dr. Shapiro worked as an anesthesiologist and as a medical director at Dynamic Surgery; and deny knowledge or information sufficient to form a belief as to the truth of the allegations insofar as they are alleged against other defendants in Paragraph 498, and therefore are deemed denied.

499. The Metro Pain Defendants deny the allegations in Paragraph 499 insofar as they are alleged against the Metro Pain Defendants, except admit that Dr. Shapiro worked as an anesthesiologist and as a medical director at HealthPlus Surgery; and deny knowledge or information sufficient to form a belief as to the truth of the allegations insofar as they are alleged against other defendants in Paragraph 499, and therefore are deemed denied.

500. The Metro Pain Defendants deny the allegations in Paragraph 500 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations insofar as they are alleged against other defendants in Paragraph 500, and therefore are deemed denied.

**I. Moshe Acquired and Operated Surgicare in Violation of New York Law**

501. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 501, and therefore are deemed denied.

**J. Dr. Moshe and the Citimedical Defendants Illegally Self-Refer Patients to the Moshe ASCs**

502. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 502, and therefore are deemed denied.

503. The allegations in Paragraph 503 state a legal conclusion to which no response is required, and the Metro Pain Defendants respectfully refer all questions as to law to the Court. To the extent that a response is required, the Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 503, and therefore are deemed denied.

504. The Metro Pain Defendants deny the allegations in Paragraph 504 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to each and every other allegation contained therein.

**K. Shapiro Continued to Advance the Predetermined Treatment Protocol through Tri-Borough After Metro Pain Ceased Operation**

505. The Metro Pain Defendants deny the allegations in Paragraph 505, except admit that, beginning in May 2021, Metro Pain stopped treating patients and that Tri-Borough was formed in May 2021 and began treating patients at certain locations where Metro Pain treated

patients and that certain of the physicians who were affiliated with Metro Pain later became affiliated with Tri-Borough.

**L. Defendants' Further Efforts to Advance the Fraudulent Scheme**

506. The Metro Pain Defendants admit that they have always fulfilled their legal and ethical obligation to act honestly and with integrity and deny all other allegations in Paragraph 506 against them; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 506 insofar as they are alleged against other defendants, and therefore are deemed denied.

507. The Metro Pain Defendants deny the allegations in Paragraph 507 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 507 insofar as they are alleged against other defendants, and therefore are deemed denied.

508. The Metro Pain Defendants deny the allegations in Paragraph 508 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 508 insofar as they are alleged against other defendants, and therefore are deemed denied.

**M. Defendants Failed to Verify Their Claims to the State Farm Companies**

509. The Metro Pain Defendants deny each and every allegation in Paragraph 509 insofar as alleged against the Metro Pain Defendants, except admit that Plaintiffs subjected the Metro Pain Defendants to Plaintiffs' "verification protocol" in an effort to improperly delay and justify the predetermined denial by Plaintiffs of the claims submitted by the Metro Pain Defendants; further admit that the Metro Pain Defendants produced all responsive documents in their possession; and further admit that Dr. Shapiro testified on behalf of the Metro Pain

Defendants at EUOs on October 25, 2018, November 5, 2018, and September 24, 2021; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 509 insofar as they are alleged against other defendants, and therefore are deemed denied.

510. The Metro Pain Defendants deny each and every allegation in Paragraph 510 insofar as alleged against the Metro Pain Defendants, and add that Plaintiffs breached their duties under New York's No-Fault Laws by subjecting the Metro Pain Defendants to Plaintiffs' "verification protocol" in an effort to improperly delay and justify the predetermined denial of the claims submitted by the Metro Pain Defendants; further admit that the Metro Pain Defendants produced all responsive documents in their possession to Plaintiffs' never-ending verification requests; and add that Plaintiffs, despite internally acknowledging that the Metro Pain Defendants produced all responsive documents to their verification requests, continued to propound further verification requests in an effort to further delay the claims submitted by the Metro Pain Defendants long enough to obtain a superficial global peer review report as a pretext to deny the claims *en masse*; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 510 insofar as they are alleged against other defendants, and therefore are deemed denied.

511. The Metro Pain Defendants deny each and every allegation in Paragraph 511 insofar as alleged against the Metro Pain Defendants, except admit that Plaintiffs breached their duties under New York's No-Fault Laws by issuing improper and untimely uniform denials of the claims submitted by the Metro Pain Defendants using the same exact language, regardless of the medical circumstances or medical necessity of any given claim; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 511 insofar as they are alleged against other defendants, and therefore are deemed denied.



512. The Metro Pain Defendants deny each and every allegation in Paragraph 512 insofar as alleged against the Metro Pain Defendants, except admit that Plaintiffs breached their duties under New York's No-Fault Laws by issuing improper and untimely uniform denials of the claims submitted by the Metro Pain Defendants using the same exact language, regardless of the medical circumstances or medical necessity of any given claim; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 512 insofar as they are alleged against other defendants, and therefore are deemed denied.

**N. Justifiable Reliance by State Farm Mutual and State Farm Fire**

513. The Metro Pain Defendants deny each and every allegation in Paragraph 513 insofar as alleged against the Metro Pain Defendants, except admit that Plaintiffs had several statutory duties under New York's No-Fault Laws, including the duty to not treat the Metro Pain Defendants as "adversaries," to promptly and fairly process the claims submitted by the Metro Pain Defendants, and to only propound verification requests when necessary and even then to do so as expeditiously as possible, and further admit that Plaintiffs violated each of these duties as to the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 513 insofar as they are alleged against other parties and/or defendants, and therefore are deemed denied.

514. The Metro Pain Defendants deny the allegations in Paragraph 514.

515. The Metro Pain Defendants deny the allegations in Paragraph 515, and add that Plaintiffs has failed to fulfill its duties as an insurer under New York's No-Fault Laws by Plaintiffs' ignoring the medical circumstances and medical necessity of any given claim submitted by the Metro Pain Defendants under the pretext of "viewing the claims as a whole" in order to delay and justify the predetermined denial of the claims *en masse* submitted by the Metro Pain Defendants.

## **V. CAUSES OF ACTION**

### **RESPONSE TO PLAINTFFS' FIRST CLAIM FOR RELIEF COMMON LAW FRAUD**

516. In response to Paragraph 516, the Metro Pain Defendants incorporate, adopt and re-allege as though fully set forth herein each and every response in Paragraphs 1 through 515 above as though fully set forth herein.

517. The Metro Pain Defendants deny the allegations in Paragraph 517 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 517 insofar as they are alleged against other defendants, and therefore are deemed denied.

518. The Metro Pain Defendants deny the allegations in Paragraph 518 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 518 insofar as they are alleged against other defendants, and therefore are deemed denied.

519. The Metro Pain Defendants deny the allegations in Paragraph 519 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 519 insofar as they are alleged against other defendants, and therefore are deemed denied.

520. The Metro Pain Defendants deny the allegations in Paragraph 520 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 520 insofar as they are alleged against other defendants, and therefore are deemed denied.

521. The Metro Pain Defendants deny the allegations in Paragraph 521 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to

form a belief as to the truth of the allegations in Paragraph 521 insofar as they are alleged against other defendants, and therefore are deemed denied.

WHEREFORE, the Metro Pain Defendants demand judgment dismissing this cause of action in its entirety, inclusive of all of Plaintiffs' claims for damages, costs and for such other relief as this Court deems equitable, just and proper.

**RESPONSE TO PLAINTIFFS' SECOND CLAIM FOR RELIEF  
AIDING AND ABETTING FRAUD**

522. In response to Paragraph 522, the Metro Pain Defendants incorporate, adopt and re-allege as though fully set forth herein each and every response in Paragraphs 1 through 521 above as though fully set forth herein.

523. The Metro Pain Defendants deny the allegations in Paragraph 523 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 523 insofar as they are alleged against other defendants, and therefore are deemed denied.

524. The Metro Pain Defendants deny the allegations in Paragraph 524 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 524 insofar as they are alleged against other defendants, and therefore are deemed denied.

525. The Metro Pain Defendants deny the allegations in Paragraph 525 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 525 insofar as they are alleged against other defendants, and therefore are deemed denied.

526. The Metro Pain Defendants deny the allegations in Paragraph 526 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to

form a belief as to the truth of the allegations in Paragraph 526 insofar as they are alleged against other defendants, and therefore are deemed denied.

527. The Metro Pain Defendants deny the allegations in Paragraph 527 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 527 insofar as they are alleged against other defendants, and therefore are deemed denied.

528. The Metro Pain Defendants deny the allegations in Paragraph 528 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 528 insofar as they are alleged against other defendants, and therefore are deemed denied.

WHEREFORE, the Metro Pain Defendants demand judgment dismissing this cause of action in its entirety, inclusive of all of Plaintiffs' claims for damages, costs and for such other relief as this Court deems equitable, just and proper.

**RESPONSE TO PLAINTIFFS' THIRD CLAIM FOR RELIEF  
UNJUST ENRICHMENT**

529. In response to Paragraph 529, the Metro Pain Defendants incorporate, adopt and re-allege as though fully set forth herein each and every response in Paragraphs 1 through 528 above as though fully set forth herein.

530. The Metro Pain Defendants deny the allegations in Paragraph 530 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 530 insofar as they are alleged against other defendants, and therefore are deemed denied.

531. The Metro Pain Defendants deny the allegations in Paragraph 531 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to

form a belief as to the truth of the allegations in Paragraph 531 insofar as they are alleged against other defendants, and therefore are deemed denied.

532. The Metro Pain Defendants deny the allegations in Paragraph 532 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations Paragraph 532 insofar as they are alleged against other defendants, and therefore are deemed denied.

WHEREFORE, the Metro Pain Defendants demand judgment dismissing this cause of action in its entirety, inclusive of all of Plaintiffs' claims for damages, costs and for such other relief as this Court deems equitable, just and proper.

**RESPONSE TO PLAINTIFFS' FOURTH CLAIM FOR RELIEF  
RICO VIOLATION OF 18 U.S.C. § 1962(c)**

533. In response to Paragraph 533, the Metro Pain Defendants incorporate, adopt and re-allege as though fully set forth herein each and every response in Paragraphs 1 through 532 above as though fully set forth herein.

534. The Metro Pain Defendants deny the allegations in Paragraph 534 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 534 insofar as they are alleged against other defendants, and therefore are deemed denied.

535. The Metro Pain Defendants deny the allegations in Paragraph 535 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 535 insofar as they are alleged against other defendants, and therefore are deemed denied.

536. The Metro Pain Defendants deny the allegations in Paragraph 536 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to

form a belief as to the truth of the allegations in Paragraph 536 insofar as they are alleged against other defendants, and therefore are deemed denied.

537. The Metro Pain Defendants deny the allegations in Paragraph 537 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 537 insofar as they are alleged against other defendants, and therefore are deemed denied.

538. The Metro Pain Defendants deny the allegations in Paragraph 538 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 538 insofar as they are alleged against other defendants, and therefore are deemed denied.

539. The Metro Pain Defendants deny the allegations in Paragraph 539 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 539 insofar as they are alleged against other defendants, and therefore are deemed denied.

WHEREFORE, the Metro Pain Defendants demand judgment dismissing this cause of action in its entirety, inclusive of all of Plaintiffs' claims for damages, costs and for such other relief as this Court deems equitable, just and proper.

**RESPONSE TO PLAINTIFFS' FIFTH CLAIM FOR RELIEF  
RICO CONSPIRACY VIOLATION OF 18 U.S.C. § 1962(d)**

540. In response to Paragraph 540, the Metro Pain Defendants incorporate, adopt and re-allege as though fully set forth herein each and every response in Paragraphs 1 through 539 above as though fully set forth herein.

541. The Metro Pain Defendants deny the allegations in Paragraph 541 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to

form a belief as to the truth of the allegations in Paragraph 541 insofar as they are alleged against other defendants, and therefore are deemed denied.

542. The Metro Pain Defendants deny the allegations in Paragraph 542 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 542 insofar as they are alleged against other defendants, and therefore are deemed denied.

543. The Metro Pain Defendants deny the allegations in Paragraph 543 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 542 insofar as they are alleged against other defendants, and therefore are deemed denied.

WHEREFORE, the Metro Pain Defendants demand judgment dismissing this cause of action in its entirety, inclusive of all of Plaintiffs' claims for damages, costs and for such other relief as this Court deems equitable, just and proper.

**RESPONSE TO PLAINTIFFS' SIXTH CLAIM FOR RELIEF  
DECLARATORY JUDGMENT**

544. In response to Paragraph 544, the Metro Pain Defendants incorporate, adopt and re-allege as though fully set forth herein each and every response in Paragraphs 1 through 543 above as though fully set forth herein.

545. The Metro Pain Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 545, and therefore are deemed denied, and respectfully refer all questions as the law to the Court.

546. The Metro Pain Defendants deny the allegations in Paragraph 546 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to

form a belief as to the truth of the allegations in Paragraph 546 insofar as they are alleged against other defendants, and therefore are deemed denied.

547. The Metro Pain Defendants deny the allegations in Paragraph 547 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 547 insofar as they are alleged against other defendants, and therefore are deemed denied.

548. The Metro Pain Defendants deny the allegations in Paragraph 548 insofar as they are alleged against the Metro Pain Defendants; and deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 548 insofar as they are alleged against other defendants, and therefore are deemed denied.

WHEREFORE, the Metro Pain Defendants demand judgment dismissing this cause of action in its entirety, inclusive of all of Plaintiffs' claims for damages, costs and for such other relief as this Court deems equitable, just and proper.

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

549. The Complaint fails to state a cause of action against the Metro Pain Defendants.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

550. All or part of Plaintiffs' claims are barred by the doctrine of laches.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

551. The Complaint fails to state a cause of action as it fails to properly allege all requisite elements of a RICO conspiracy under 18 U.S.C. § 1962(c).

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

552. The Complaint fails to state a cause of action as it fails to properly allege all requisite elements of a RICO conspiracy under 18 U.S.C. § 1962(d).



**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

553. Plaintiffs have failed to meet statutory and/or legal conditions precedent to bring some or all the allegations contained in the Complaint.

**AS AND FOR A SIXTH AFFIRMATIVE DEFENSE**

554. All or part of the Complaint is barred by the statute of limitations.

**AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE**

555. All or part of Plaintiffs' claims are barred by the doctrines of waiver and/or release apply.

**AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE**

556. Plaintiffs are not entitled to recovery as they have sustained no harm by reason of the Metro Pain Defendants' actions.

**AS AND FOR A NINTH AFFIRMATIVE DEFENSE**

557. Plaintiffs' damages, if any, are subject to set-off and recoupment.

**AS AND FOR A TENTH AFFIRMATIVE DEFENSE**

558. Plaintiffs' claims are barred due to failure to exhaust the necessary and required administrative remedies.

**AS AND FOR AN ELEVENTH AFFIRMATIVE DEFENSE**

559. Plaintiffs have failed to plead fraud with requisite particularity pursuant to Fed. Civ. P. 9(b).

**AS AND FOR A TWELFTH AFFIRMATIVE DEFENSE**

560. Plaintiffs' claims are barred from being adjudicated in this forum based on the requirement that they submit such claims to binding arbitration.

**AS AND FOR A THIRTEENTH AFFIRMATIVE DEFENSE**

561. Plaintiffs cannot show justifiable reliance for an unjust enrichment.

**AS AND FOR A FOURTEENTH AFFIRMATIVE DEFENSE**

562. Plaintiffs' claims are barred by the doctrine of estoppel.

**AS AND FOR A FIFTEENTH AFFIRMATIVE DEFENSE**

563. Plaintiffs' claims are barred by the doctrines of res judicata and collateral estoppel.

**AS AND FOR A SIXTEENTH AFFIRMATIVE DEFENSE**

564. The Metro Pain Defendants respectfully reserve their right to supplement, amend and/or revise the foregoing affirmative defenses.

**COUNTERCLAIM OF DEFENDANTS METRO PAIN SPECIALISTS P.C., LEONID SHAPIRO, M.D., AND TRI-BOROUGH NY MEDICAL PRACTICE P.C.**

Defendants Metro Pain Specialists P.C. ("Metro Pain"), Leonid Shapiro, M.D. ("Dr. Shapiro"), and Tri-Borough NY Medical Practice, P.C. ("Tri-Borough," and together with Metro Pain and Dr. Shapiro, the "Metro Pain Defendants"), by and through their undersigned counsel, for their Counterclaim against Plaintiffs State Farm Mutual Automobile Insurance Company ("State Farm Mutual") and State Farm Fire and Casualty Company ("State Farm Fire") (together, "State Farm" or "Plaintiffs") allege as follows:

**PARTIES**

1. State Farm Mutual is a corporation organized under the laws of Illinois with a principal place of business in Illinois, and issues automobile insurance policies in New York.
2. State Farm Fire is a corporation organized under the laws of Illinois with a principal place of business in Illinois, and issues automobile insurance policies in New York.
3. Metro Pain is a domestic professional corporation under the laws of New Jersey with its principal place of business in New Jersey.

4. Tri-Borough is a domestic professional corporation under the laws of New Jersey with its principal place of business in New Jersey.

5. Dr. Shapiro resides in and is a citizen of New Jersey and a licensed anesthesiologist in New York and New Jersey. At all relevant times, he was and continues to be the owner of Metro Pain and Tri-Borough.

### **JURISDICTION**

6. Pursuant to 28 U.S.C. § 1331, this Court has jurisdiction over the claims brought by State Farm under the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961, et seq. (“RICO”) and, pursuant to 28 U.S.C. § 1367, this Court has supplemental jurisdiction over the state law claims alleged herein.

7. Pursuant to 28 U.S.C. § 1332(a)(1), this Court also has jurisdiction over the claims asserted herein because the matter is between citizens of different states and the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

### **NATURE OF THE COUNTERCLAIM**

8. On January 13, 2023, State Farm, after repeated requests and promises by State Farm to provide them earlier, finally produced to counsel for the Metro Pain Defendants the “first production of State Farm’s Project file[s],” i.e., its investigation files containing the documents from State Farm’s investigation of the Metro Pain Defendants which purportedly led to the Complaint’s allegations and claims against the Metro Pain Defendants in this action. For several weeks thereafter, State Farm made additional productions of its “Project” files.

9. The documents from the Project files reveal that State Farm systematically and meticulously planned and carried out a coordinated scheme, step by step, from October 2017 onward to the present lawsuit to unlawfully delay and deny valid No-Fault medical claim

reimbursement payments due to the Metro Pain Defendants for medical services they indisputably provided to thousands of State Farm's insureds, whereby:

- a. In October 2017, State Farm secretly tagged and targeted Metro Pain as a "Project" and immediately appointed "Project counsel" to pursue the delay and planned denial of the medical reimbursement claims submitted by Metro Pain and/or its patients who were insureds of State Farm.
- b. Then, starting in March 2018, State Farm subjected all claims submitted by Metro Pain to "TIN diversion," a process by which, based on the tax identification number of the medical provider, the claims were secretly and automatically diverted to State Farm's Multi-Claim Investigation Unit ("MCIU"), where, unbeknownst to the Metro Pain Defendants, State Farm's MCIU claim specialists, using secret code names, proceeded to apply a series of predetermined protocols purposefully designed to delay processing the claims long enough to conduct covert discovery to justify the predetermined denial of the claims.
- c. Among the predetermined protocols employed by State Farm's MCIU was what it termed its "verification protocol," which, starting in March 2018, State Farm applied to place the medical claims submitted by the Metro Pain Defendants and their patients in limbo pending a "fishing expedition, consisting of seemingly endless rounds of verification requests seeking the most sensitive and private financial and personnel information imaginable from the Metro Pain Defendants, having nothing to do with the medical necessity of the claims at issue.
- d. Despite internally acknowledging that Metro Pain's counsel "had supplied all the requested verification materials," State Farm and/or its counsel continued to

propound additional verification requests, in which they misrepresented to the Metro Pain Defendants and their counsel that State Farm needed more and more information and documents to determine whether to pay the claims, when, in fact, State Farm had already determined and committed itself to justifying the uniform denial of the claims.

- e. Meanwhile, State Farm subjected the Metro Pain Defendants and their patients to examinations under oath, in which State Farm's counsel, following a predetermined pattern, made little or no attempt to prove that individual underlying claims were for medically unnecessary services, but rather sought to elicit information on every aspect of the operations of the medical provider in an apparent effort to create a false presumption of fraud.
- f. State Farm also solicited physicians to submit template so-called "independent" medical examinations and peer review reports to justify the predetermined denial of the claims, including a global peer review report, issued on July 16, 2020, purporting to deny in one fell swoop the medical necessity of over 1,700 claims brought by hundreds of Metro Pain patients, without addressing the particular circumstances or medical treatments received by a single listed patient, in violation of medical ethics and the principle of medical necessity.
- g. In August 2020, State Farm's MCIU then instructed State Farm claim handlers to issue uniform denials of the claims submitted by the Metro Pain defendants, which the claims handlers proceeded to issue right up to the filing of this action, using the same exact template language, regardless of the medical circumstances particular to each claim.

10. As set forth in the “First Cause of Action” for “Fraud/Fraudulent Misrepresentation,” State Farm’s repeated misrepresentations to the Metro Pain Defendants in the verification requests that State Farm needed more and more information and documents, including sensitive and private financial and employee information, to determine its obligation to pay the claims submitted by the Metro Pain Defendants to State Farm for payment, when State Farm knew at the time it had already decided to deny the claims submitted by the Metro Pain Defendants, was nothing more than a fraudulent attempt to delay and avoid payment while conducting covert pre-suit discovery.

11. As set forth in Count II for “Breach of the Covenant of Good Faith and Fair Dealing,” State Farm’s application of its predetermined protocols to the claims for medical reimbursement submitted by the Metro Pain Defendants and their patients, including TIN diversion, its “verification protocol,” and its soliciting a superficial global peer review report to justify the uniform denial of thousands of claims *en masse*, violated State Farm’s duty of good faith and fair dealing in the investigation and payment of covered claims, as well as New York’s Comprehensive Automobile Insurance Reparations Act, N.Y. Ins. Law, §§ 5101–5109, and the regulations promulgated thereunder (New York’s “No-Fault Law”).

12. As set forth in Count III for “Violation of Section 349 of New York’s General Business law,” these same predetermined protocols employed by State Farm constituted deception to its insureds on a massive scale, by obtaining windfall premiums from its insureds who were patients of the Metro Pain Defendants, while having no intent to investigate their claims in good faith or to pay their covered claims, but rather having a predetermined intent to summarily deny them. In sum, State Farm’s predetermined protocols violated the requirements and undermined the purpose of New York’s No-Fault laws to “ensure prompt compensation for losses incurred by

accident victims without regard to fault or negligence, to reduce the burden on the courts [,] and to provide substantial premium savings to New York motorists.”

13. The claims alleged in this Counterclaim have not and could not have been brought in the No-Fault insurance collection arbitrations brought by the Metro Pain Defendants before the AAA which were stayed by this Court’s Memorandum and Order, dated May 19, 2022 “pending the disposition of the declaratory judgment claim” (ECF #237), since the claims alleged herein are based upon the documents and information only recently obtained from the Project files belatedly produced by State Farm, and this Court’s stay of the arbitrations remains in place while the Metro Pain Defendants’ appeal of that Order remains pending before the Second Circuit.

#### **New York’s No-Fault Law and Regulations**

14. New York enacted its No-Fault Law for the purpose of “ensur[ing] prompt compensation for losses incurred by accident victims without regard to fault or negligence, to reduce the burden on the courts, and to provide substantial premium savings to New York motorists.” *Medical Society of State of N.Y. v. Serio*, 100 N.Y.2d 854, 860 (2003) (citing Governor’s Mem. approving L. 1973, ch. 13, 1973 McKinney’s Session Laws of N.Y., at 2335); *Greenspan v. Allstate Ins. Co.*, 937 F. Supp. 288, 294 (S.D.N.Y. 1996) (“The purpose of the no-fault insurance law was to institute an inexpensive, efficient method of compensating accident victims.”).

15. Under New York’s No-Fault Law, insurers, like State Farm, may reimburse patients up to \$50,000 without proof of the other driver’s fault; reimbursements may include necessary expenses incurred for medical or other professional health services.

16. Under New York Insurance Law §§ 5102 and 5104, No-Fault Law insurers such as State Farm are required to indemnify all covered persons for reasonable and necessary medical

services. An insurer must pay or deny a claim in whole or in part within 30 days of receipt or receipt of verification. (NY Ins. Law § 5106(a); 11 NYCRR 65-3.8(a)).

17. Patients may assign their No-Fault benefits to their medical providers. Pursuant to duly executed assignments of No-Fault benefits by their patients who were No-Fault insureds of State Farm, Metro Pain and Tr-Borough submitted claims to State Farm to receive payment for necessary medical services rendered, using the claim form required by New York State Department of Financial Services, f/k/a New York State Department of Insurance, known as “Verification of Treatment by Attending Physician or Other Provider of Health Service” or more commonly as an “NF-3.”

18. As an insurance carrier, State Farm, at all times herein, had and continues to have a duty to investigate in good faith and pay covered claims. Pursuant to 11 NYCRR 65-3.2, No-Fault insurers, such as State Farm, are required to follow certain claims practice principles, including:

“(a) Have as your basic goal the prompt and fair payment to all automobile accident victims.

(b) Assist the applicant in the processing of a claim. Do not treat the applicant as an adversary.

(c) Do not demand verification of facts unless there are good reasons to do so. When verification of facts is necessary, it should be done as expeditiously as possible.

(d) Hasten the processing of a claim through the use of a telephone whenever it is possible to do so.

(e) Clearly inform the applicant of the insurer’s position regarding any disputed matter.

(f) Respond promptly, when a response is indicated, to all communications from insureds, applicants, attorneys and any other interested persons.

(g) Every insurer shall distribute copies of this regulation to every person directly responsible to it for the handling and settlement of claims for first-party benefits,



and every insurer shall satisfy itself that all such personnel are thoroughly conversant with this regulation.”

19. In addition to the requirement in Section 65-3.2(c) that insurance carriers “not demand verification of facts unless there are good reasons to do so,” Section 11 NYCRR 65-3.5(b) of the No-Fault Law provides, “[s]ubsequent to the receipt of one or more of the completed verification forms, any additional verification required by the insurer to establish proof of claim shall be requested within 15 business days of receipt of the prescribed verification form.” *Nyack Hospital v. General Motors Acceptance Corp.*, 8 N.Y.3d 294, 299 (2007); *A.M. Med. Servs., P.C. v. Progressive Cas. Ins. Co.*, 101 A.D.3d 53 (2d Dep’t 2012).

20. In this regard, “[p]ermitt[ing] an insurer to obtain written documents such as tax returns, incorporation agreements or leases, regarding a potential fraudulent incorporation ... as part of the verification process defeats the stated policy and purpose of the no-fault law and carries with it the potential for abuse.” *Arthur Ave. Med. Servs., P.C. v. GEICO Ins. Co.*, 72 Misc3d 342, 350 (Civ. Ct., Kings Co. 2021).

21. Damages for breach of an insurer’s implied covenant of good faith and fair dealing, by failing to investigate in good faith and pay covered claims “include both the value of the claim, and consequential damages, which may exceed the limits of the policy, for failure to pay the claim within a reasonable time.” *Gutierrez v. Gov’t Emps. Ins. Co.*, 25 N.Y.S.3d 625, 627–28 (2d Dep’t 2016).

**State Farm’s Targeting High Exposure Health Providers, such as Metro Pain, as “Projects,” Subject to a Predetermined Protocol of Delaying and Denying Claims**

22. By October 2017, State Farm’s No-Fault payments to Metro Pain had reached the point where State Farm considered them a significant exposure. [REDACTED]

[REDACTED]

[REDACTED] “Project” is the internal designation used by State

Farm when State Farm targets a healthcare provider for investigation by its SIU or MCIU to carry out the delay and - at least in this case - to justify the predetermined denial of the claims submitted by the targeted health care provider. As a consequence, the claims submitted by or on behalf of individual insureds who receive treatment from the health provider, through no fault of their own, are swept up into an “investigation” by State Farm’s SIU or MCIU, which meticulously carries out its predetermined protocols, resulting in the delay of the claims.

23. [REDACTED]

[REDACTED] As “Project counsel,” the law firm was retained to conduct a “fishing expedition” in search of whatever information, documents and testimony it could find to justify the predetermined denial of claims submitted by Metro Pain.

24. Significantly, State Farm has employed the same above strategy throughout the country and has been sued in multiple jurisdictions for similar aggressive claims handling, which has been described as part of basic strategy to reduce insurance costs, the key to which “is to attack the credibility of the treating doctor.” *See, e.g., State Farm Auto. Ins. Co. v. Lugiano*, 2016 WL 11701325 at \*2 (E.D. Pa. 2016). The Project law firms “assigned to all of the claims involving the targeted provider” then use “the litigation ... as a covert ‘shadow discovery’ opportunity to gain information on th[e] provider.” *Id.*

25. By December 27, 2017, State Farm had already predetermined as its basis for denying the claims submitted by the Metro Pain Defendants that there was a pre-determined treatment plan in place at the Metro Pain clinics. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

26. State Farm’s aggressive claims handling as described above against the Metro Pain Defendants violated the requirement under New York’s No-Fault Law to “not treat the applicant as an adversary” and the opposite of the “basic goal” it was required to follow under New York’s No-Fault Law of “prompt and fair payment to all automobile accident victims.” 11 NYCRR 65-3.2(a) and (b).

**State Farm’s Covert Practice of “TIN Diversion,” By Which All Claims Submitted By the Metro Pain Defendants Were Diverted and Subjected to Endless Verification**

27. [REDACTED]

[REDACTED] “TIN” stands for “tax identification number” of a medical provider targeted as a “Project” by State Farm. “TIN diversion” is the process by which, based on the taxpayer identification number of a health provider, any and all claims submitted by or through the healthcare provider are diverted from the ordinary claim-handling process to State Farm’s SIU or MCIU. State Farm’s SIU and/or MCIU then proceed to employ special claims handling procedures not tailored to the individual merits of the subject claims, but tailored to delay and, in the present instance, with respect to the claims submitted by the Metro Pain Defendants and/or their patients, justify the pre-determined denial of the claims *en masse*.

28. The medical provider is not informed it has been placed on “TIN diversion.” *See State Farm Mut. Auto. Ins. Co. v. Universal Rehab Servs., Inc.*, 2017 WL 1304984, at \*6 (E.D. Mich. 2017) (upholding medical provider’s fraud claim based on allegations of State Farm’s covert practice of “TIN diversion”). The Metro Pain Defendants were similarly never informed they had been placed on “TIN diversion” and only discovered they were placed on “TIN diversion” a few months ago, after

arduously searching and analyzing the Project files which State Farm only started producing on January 13, 2023.

29. State Farm, by covertly placing the Metro Pain Defendants on TIN diversion, was able to routinely and unlawfully delay thousands of claims submitted by the Metro Pain Defendants.

30. State Farm thereby violated its duty as an insurer to investigate in good faith and pay covered claims and its obligations under 11 NYCRR 65-3.2, as well as the requirement that it pay or deny a claim in whole or in part within 30 days of receipt or receipt of verification.

**State Farm's Unlawful Delay of Claims By Use of Its "Verification Protocol"**

31. Under New York's No-Fault Law, (11 NYCRR 65-3.2(c)), No-Fault insurers are not allowed to "demand verification of facts unless there are good reasons to do so," and, even then, to do so "as expeditiously as possible." In violation of this requirement, as part of its TIN diversion protocols, on or about March 15, 2018, State Farm subjected the Metro Pain Defendants and their patients to its "verification protocol," whereby all of the claims, regardless of their medical necessity, are subject to never-ending, overbroad, and patently intrusive document requests. Under this scheme, no matter how much information is supplied by the medical provider, it can never satisfy the so-called "verification" requests. The goal of the "verification protocol" is to delay informing the medical provider, here the Metro Pain Defendants, of State Farm's predetermined denial of the claims long enough to gather "shadow discovery" to justify the predetermined denial of the claims and launch a federal action, such as this one.

32. In response to virtually every claim submitted on behalf of Metro Pain's patients to State Farm for payment, State Farm required Metro Pain to respond to the same template laundry list, consisting of overly broad, intrusive and harassing document requests. In the verification

requests, State Farm and/or its counsel, consistently made false misrepresentations to the Metro Pain Defendants that the production of the requested information and documents was necessary to its determination of whether to pay the claims, when, in fact, State Farm had already committed itself to justifying the denial of the claims.

33. State Farm’s template requests to the Metro Pain Defendants had nothing to do with assessing the reasonableness or necessity of the medical services at issue, but rather was used by State Farm to conduct covert discovery and delay the claims by demanding the production of every scrap of paper -- including sensitive, and proprietary financial and personnel information -- relating to Metro Pain or to anyone with any real or imagined connection to Metro Pain.

34. For example, in State Farm’s post-EUO “Request For Verification” to counsel for Metro Pain, dated July 18, 2019 (Exhibit 6), purportedly “in order to complete Metro Pain’s proof of claim as to the claims identified in [an attached] Exhibit A” (Ex. 6, p.4), State Farm requested including subparts, countless documents having nothing to do with the necessity of the medical services at issue, including:

- “bank statements, cancelled checks (copies of the front and back of checks), and financial records related to payments made by Metro Pain to any individual or entities related to Metro Pain’s operation at any of its locations or clinics;”
- “copies of Metro Pain’s 2018 Federal and State Return as well as copies of documents relating to the income and expenses of Metro Pain, including, but not limited to corporate tax returns and general ledgers since 2017” (Item 9); and

- “bank statements, account opening documents, signature cards, cancelled checks, withdrawal records, or electronic transfers in connection with any bank account held in the name of Metro Pain from January 2017 to present” (Item 10).

35. As noted in several arbitration awards obtained by Metro Pain against State Farm, “these verification requests were not specifically targeted to [any] particular claim” (Arbitration Award of Wendy Bishop in *Metro Pain v. State Farm*, AAA Case No. 17-21-1198-6042, p.5), but rather constituted “improper ... fishing expeditions” (Arbitration Award of Brian Hiller, *Metro Pain v. State Farm*, AAA Case No. 17-20-1171-9673, p.6):

It is unclear how lease agreements, bank records, payroll records, and tax returns would alleviate Respondent’s concerns regarding pre-determined treatment protocol and improper referrals as identified by Respondents SIU investigator. Concerns and suppositions do not constitute evidence based in fact. The verification process cannot become a fishing expedition for a Respondent-carrier’s “concerns”. In essence, Respondent is seeking to utilize the verification process with a standard of “concern” as the legal burden of proof required to prove fraud and/or some type of illegal/unethical medical practice. The burden of proof must be based on relevant factual evidence. Here, Respondent is seeking to deny all further payment based on supposition....

36. Metro Pain did its best to comply with every EUO request, submitting over 3,000 pages of records. Metro Pain also submitted an affidavit of its principal Dr. Shapiro, attesting that Metro Pain had provided all of the records and information in its possession responsive to State Farm’s information requests.

37. While falsely representing to the Metro Pain Defendants and their counsel that their responses to the verification requests were incomplete and required further production of documents, State Farm itself internally acknowledged, on July 5, 2020, that Metro Pain’s counsel had “supplied all of the requested verification materials on June 24, 2020.”

38. State Farm, nevertheless, continually sought more documentation that was not specifically requested in its initial delay letters, and kept adding material to the original requests, long after the time to seek such material in the first instance has passed, and then failed to respond to letters from Metro Pain’s counsel, stating that such material is not in possession of Metro Pain.

39. On February 20, 2019, State Farm launched “Phase 3” of the Metro Pain “Project,” which State Farm terms its “resolution stage,” by which stage State Farm had already decided to initiate litigation to deny the claims.

40. Despite having already determined to file litigation to support the denial of the claims, on June 10, 2020, State Farm’s Project Counsel sent a “Request for Verification” to Metro Pain’s counsel (the “June 10, 2020 verification letter,” Exhibit 7), attaching a list of over 1,400 claims which had already been held up several months by State Farm’s “verification protocol” and seeking additional documents which it falsely misrepresented it needed “to verify whether Metro Pain Specialists is entitled to receive No-Fault benefits.” (Exhibit 7, p.1)

41. State Farm’s Project Counsel “acknowledge[d] that Metro Pain Specialists [had already] provided certain documents” (Exhibit 7, p.1), but then proceeded to request a laundry list of further document requests. Besides requesting bank statements, cancelled checks, subleases, and tax returns, State Farm added whole new requests, including: “statements, account opening documents, withdrawal records, or electronic transfers in connection with” a banking account, “from January 20017 to present;” and information regarding an “American Express Credit Card account” “from January 20017 to present.” (Exhibit 7, pp. 5-6).

#### **State Farm’s Use of “EUO’s” As a Further Pretext to Delay and Deny Claims**

42. While the TIN diversion is in effect, State Farm also frequently demands that the provider’s patients, and eventually the medical provider itself, attend a recorded examination or

an “Examination Under Oath” (“EUO”). On October 25, 2018, and November 6, 2018, State Farm conducted the EUO of Dr. Shapiro as owner of Metro Pain. The EUO’s conducted by State Farm’s “Project counsel” made little or no attempt to prove that individual underlying claims were for medically unnecessary services. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

43. State Farm’s counsel thus spent nearly two entire days at the EUO having Dr. Shapiro identify the location, rents, front-desk supervisors and physicians at each of Metro Pain’s clinics, in an attempt to manufacture a false presumption of fraud which would allow State Farm to deny all of the claims submitted by Metro Pain regardless of the medical necessity of the medical services rendered.

**State Farm Solicits a Global Peer Review Report to Improperly Justify the Denial of Hundreds of Patients’ Claims All At Once Without Addressing the Patients’ Claims**

44. State Farm actively solicited physicians to submit template so-called “independent” medical examination (“IME”) and peer review reports to justify the predetermined denial of the claims submitted by the Metro Pain Defendants and their patients. Most egregiously, State Farm issued the June 10, 2020 verification letter to the Metro Pain Defendants in bad faith, simply to allow time for one of the physicians with whom it had a relationship, James N. Dillard, M.D., to finalize a superficial global peer review report to justify the predetermined denial of hundreds of Metro Pain’s patients’ claims all at once, without actually addressing particular patients or their treatments.



45. On July 16, 2020, Dr. Dillard issued a global peer review report (Exhibit 9) (the “Dillard Report”) which purported to deny the medical necessity of 1,724 claims all at once, including virtually all of the claims in Exhibit A to the June 10, 2020 verification request.<sup>2</sup>

46. The very notion of dismissing the medical necessity of hundreds of patients’ claims *en masse* violates the principles of medical ethics and medical necessity which require careful review of the unique circumstances of, and treatments provided to, each patient. The Dillard Report, on the other hand, only mentioned the actual treatments of two patients, whose names were not even listed among the 1,724 claims it purported to cover. The Dillard Report even purported to cover a list of claims submitted by Metro Pain that Dr. Dillard had not even pretended to review, but which he “believe[d] will contain the same issues and concerns,” as well as opining with respect to claims not yet in existence or mentioned in his report that “other bills and documentation from Metro Pain Specialists for the above medical services will contain the same issues and concerns as noted in my report.”

47. The solicitation by State Farm of the superficial global peer review by Dr. Dillard as a pretext to deny *en masse* hundreds of patients’ claims all at once violated its duties as a No-Fault insurer, and the Dillard Report and State Farm’s ensuing denials of thousands of claims based on the Dillard Report were untimely, since none of the information relied upon by Dr. Dillard was unavailable to State Farm at the time the claims were first submitted to State Farm. Nor were any of the documents or information obtained as a result of the several months of verification requests even mentioned in the Dillard Report or State Farm’s ensuing denials of the claims.

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<sup>2</sup> Dr. Dillard has issued similar reports purporting to deny the medical necessity of thousands of claims all at once on several occasions. *See, e.g., Government Employees Ins. Co. v. Cereceda*, 2021 WL 148738 (S.D. Fla. 2021), at \*4 (noting that Dr. Dillard’s report in that case, “taken at face value, ... represents that he reviewed more than 450,000 invoices concerning approximately 8,000 patients. But none of his opinions or conclusions mention any specific patient, file or service.”).

**State Farm's Blanket Denial of Claims En Masse Based on the Same Template Language**

48. After receiving the Dillard Report on July 16, 2020, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

49. After Mr. Babin's email and continuing right up to the filing of this action, State Farm proceeded to issue and send out denials of virtually all the claims submitted by the Metro Pain Defendants that had been held up for months by State Farm's verification protocol, as well as denials of new claims, using this same exact language. (*See, e.g.*, denials in Exhibit 11).

**State Farm Employs the Same Protocols to Delay Claims By Tri-Borough**

50. [REDACTED]

[REDACTED]

[REDACTED]

51. On July 9, 2021, unbeknownst to the Metro Pain Defendants, State Farm placed Tri-Borough on TIN diversion, diverting all claims submitted by Tri-Borough and its patients to State Farm's MCIU. On September 24, 2021, State Farm again took the EUO of Dr. Shapiro, this

time as owner of Tri-Borough, and asked the same predetermined battery of harassing questions regarding the operations of Tri-Borough which State Farm had asked three years earlier at the prior EUO of Dr. Shapiro regarding the operations of Metro Pain.

52. Through September and October 2021, State Farm then sent the same series of abusive, overly intrusive verification requests to Tri-Borough (Exhibit 12) it had previously sent to Metro Pain, in which State Farm falsely represented that the requested documents were necessary “[i]n order to resolve the issues with Tri Borough and permit State Farm to verify whether Tri Borough is entitled to receive No-Fault benefits,” when State Farm had already decided to deny the claims and file this RICO action.

53. Like Metro Pain, Tri-Borough produced all the documents in its possession responsive to the verification requests, totaling thousands of pages of documents, until, finally, on October 22, 2021, in an email to State Farm’s counsel, counsel for Tri-Borough, wrote: “Dr. Shapiro has nothing else to provide. You have bled him dry of all documents. He has been more than forthcoming with documentation and verification responses. Please have your client act in good faith now. Please do not send any other request as nothing else exists.” (Exhibit 13).

54. State Farm then proceeded to send out blanket denials of all the claims submitted to State Farm by Tri-Borough which had been held up by its “verification protocol,” using the same exact template language which it had used to deny the claims submitted by Metro Pain. Again, none of the thousands of pages of documents supplied by Tri-Borough in response to State Farm’s verification requests formed the basis of State Farm’s denials or its allegations in this action.

55. On December 14, 2021, State Farm amended the Complaint in this action to add Tri-Borough as a Defendant. (ECF #63).

**FIRST CAUSE OF ACTION**

**FRAUD/FRAUDULENT MISREPRESENTATION**

56. The Metro Pain Defendants incorporate by reference each and every paragraph above as though fully set forth herein.

57. State Farm made multiple material representations to the Metro Pain Defendants, including but not limited to, falsely representing in countless and repeated verification requests that State Farm had not yet made a determination regarding its obligation to pay the claims submitted by the Metro Pain Defendants to State Farm for payment, and that it needed more and more information, including sensitive and private information, such as bank accounts, tax returns, American Express credit card statements, and personnel employment records, to make its determination whether to pay the claims. At no time did State Farm indicate that it would ultimately not be making payment on the claims submitted, but rather indicated that providing the information was a necessary step in the claims handling process in order for State Farm to make payment.

58. State Farm knew when it made these misrepresentations that it had already determined to deny the claims submitted by the Metro Pain Defendants, and that it was requesting such sensitive and private information in order to conduct covert discovery on the Metro Pain Defendants for use in future litigation and to justify the predetermined denial of the claims.

59. State Farm made these fraudulent statements to the Metro Pain Defendants to induce them to continue to treat State Farm insureds, without intending to pay the Metro Pain Defendants for such treatment, and to delay communicating the predetermined denial of the claims until State Farm had an extended opportunity to conduct a “fishing expedition” to obtain any

documents and information it could to attempt to justify the predetermined denial of the claims and obtain covert pre-suit discovery to pursue this long planned action.

60. The Metro Pain Defendants justifiably relied on State Farm's false and fraudulent statements that the claims-handling process was continuing, and on this basis continued to provide treatment and services to State Farm's insureds.

61. Due to State Farm's covert internal procedures and refusal to disclose its claims handling processes and practices, such as covert "TIN diversion" of all claims submitted by the Metro Pain Defendants, there was no reasonable way for the Metro Pain Defendants to discover that State Farm had already made a determination regarding the claims submitted by the Metro Pain Defendants, and that State Farm never intended to investigate in good faith the reasonableness or necessity of any of the claims submitted by the Metro Pain Defendants.

62. The Metro Pain Defendants suffered monetary damages as a direct and proximate result of State Farm's fraudulent representations and the Metro Pain Defendants' reasonable reliance thereon, including not only the failure to receive payment for reasonable and necessary medical services that the Metro Pain Defendants rendered to State Farm insureds, but also interest and attorney's fees in responding to State Farm's endless verification requests and commencing and pursuing litigation to obtain payment of the claims.

63. As a result of their justifiable reliance on State Farm's misrepresentations, the Metro Pain Defendants have incurred damages of at least \$1,805,166, which constitutes the respective amounts (\$604,819 to Metro Pain and \$1,200,347 to Tri-Borough) of No-Fault claims submitted by Metro Pain and Tri-Borough to State Farm, respectively, which remain unpaid (including, but not limited to, those claims listed in Exs 9 and 14).

64. State Farm's conduct set forth above has at all relevant times been willful, wanton, intentional, and malicious, and was undertaken in bad faith, and therefore warrants the imposition of punitive damages.

## **SECOND CAUSE OF ACTION**

### **BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING**

65. The Metro Pain Defendants incorporate by reference each and every paragraph above as though fully set forth herein.

66. State Farm owed an implied duty of good faith and fair dealing to the Metro Pain Defendants as assignees of the No-Fault claims of State Farm insureds, including the duty to investigate in good faith the claims submitted by the Metro Pain Defendants for services rendered to State Farm's insureds and to pay covered claims.

67. State Farm was also required under 11 NYCRR 65-3.2, to have as its "basic goal" in processing claims for No-Fault benefits "the prompt and fair payment to all automobile accident victims;" "to assist the applicant in the processing of a claim" and "not treat the applicant as an adversary;" and to "not demand verification of facts unless there are good reasons to do so;" and when verification of facts is necessary, to do so "as expeditiously as possible."

68. State Farm violated its duty of good faith and fair dealing to the Metro Pain Defendants and the requirements of 11 NYCRR 65-3.2 by, *inter alia*:

- (i) engaging in TIN diversion, whereby all claims submitted by the Metro Pain Defendants to State Farm for services rendered to State Farm insureds, after March 15, 2018, were automatically diverted from the ordinary claim-handling process to State Farm's MCIU, which then employed special claims

- handling procedures not tailored to the individual merits of the subject claims, but rather tailored solely and specifically to justify a denial of such claims;
- (ii) instead of investigating in good faith the claims submitted by the Metro Pain Defendants, using aggressive litigation tactics and delaying claim determinations to conduct covert “shadow discovery” on the Metro Pain Defendants themselves, as well as their employees and anyone with a real or imagined connection to the Metro Pain Defendants;
  - (iii) subjecting virtually all claims submitted by the Metro Pain Defendants to State Farm to a “verification protocol,” whereby State Farm propounded to the Metro Pain Defendants never-ending, overbroad, and abusive verification requests, where no matter how much information was supplied by the Metro Pain Defendants, it never satisfied the so-called verification “requests;”
  - (iv) falsely misrepresenting in its verification requests to the Metro Pain Defendants that the requested information and documents were necessary to its determination of whether to pay the claims, when, in fact, State Farm had already determined and committed itself to justifying the denial of the claims;
  - (v) after the Metro Pain Defendants had supplied the information requested in the verification requests, propounding additional verification requests for additional documents and information not specifically requested in its initial verification requests, further delaying the processing of the claims for several months, if not years;

- (vi) meanwhile, using the delay to solicit the global Dillard peer review report to serve as a pretext to improperly and untimely deny thousands of claims by hundreds of Metro Pain patients all at once without addressing the medical necessity of patients' particular treatment(s); and
- (vii) issuing blanket denials of all claims submitted by the Metro Pain Defendants, using the same exact fill-in-the-blank template language, referencing the Dillard Report, without regard to the medical necessity of the medical services for any given patient.

69. By its intentional and deliberate activities, State Farm (i) consistently provided unfounded grounds for refusal to pay No-Fault policy proceeds to reimburse the Metro Pain Defendants; (ii) unreasonably delayed in making payments on legitimate medical claims submitted by the Metro Pain Defendants; (iii) intentionally deceived its insureds and the Metro Pain Defendants; and (iv) exercised an unfair advantage to pressure the Metro Pain Defendants into settling claims for amounts significantly less than the amount of the claims and/or forfeiting rights of recovery. State Farm's bad faith conduct was deliberate and/or reckless and it failed to place on equal footing the interests of its insureds with its own self-interest.

70. The Metro Pain Defendants suffered monetary damages of at least \$1,805,166 as a direct and proximate result of State Farm's breach of its implied duty of good faith and fair dealing and bad faith conduct, including both the value of the claims, (including, but not limited to, those claims listed in Exs 9 and 14) and consequential damages, including interest and attorney's fees, resulting from State Farm's intentional and endless delays and ultimate predetermined denial of the claims submitted by the Metro Pain Defendants.



### **THIRD CAUSE OF ACTION**

#### **VIOLATION OF SECTION 349 OF NEW YORK'S GENERAL BUSINESS LAW**

71. The Metro Pain Defendants incorporate by reference each and every paragraph above as though fully set forth herein.

72. New York General Business Law (“GBL”) § 349(a) declares unlawful “deceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in this state.” GBL § 349(g) provides that section 349 “shall apply to all deceptive acts or practices declared to be unlawful, whether or not subject to any law of this State.”

73. GBL § 349(h) provides a private right of action to any person injured by reason of violation of GBL § 349.

74. New York’s No-Fault laws are consumer-oriented in that they “ensure prompt compensation for losses incurred by accident victims without regard to fault or negligence, to reduce the burden on the courts[,] and to provide substantial premium savings to New York motorists.” *Medical Society of State of N.Y. v. Serio*, 100 N.Y.2d 854, 860 (2003).

75. State Farm’s predetermined protocols alleged herein -- such as its verification protocol, whereby it requests more and more information in a series of endless verification requests based on the false pretext that the information is needed to “verify” the claim, when State Farm has already determined that it will deny the claim -- are materially deceptive, misleading and unlawful.

76. State Farm’s predetermined protocols -- including its practice of TIN diversion, verification protocol of endless verification requests, using the cover of a purported investigation of claims to conduct covert discovery, and solicitation of template medical examination and peer review reports, resulting in the template denials of claims -- frustrates the objective of New York’s

No-Fault laws to provide prompt and efficient compensation and medical treatment to accident victims.

77. The Metro Pain Defendants suffered monetary damages of at least \$1,805,166 as a direct and proximate result of State Farm's deceptive practices and predetermined protocols alleged herein, including the value of reasonable and necessary medical services that the Metro Pain Defendants rendered to State Farm insureds without payment, prompt or otherwise, from State Farm, as well as interest and attorney's fees.

78. Pursuant to GBL § 349, State Farm should be enjoined from its unlawful acts and practices. The Metro Pain Defendants are also entitled to recover their actual damages of at least \$1,805,166, and based on the egregious, willful nature of State Farm's conduct, the Metro Pain Defendants are entitled to treble damages (as permitted by the statute) and reasonable attorney's fees.

**WHEREFORE**, based on the foregoing the Metro Pain Defendants respectfully request the entry of an Order and Judgment by this Court against State Farm:

- (A) Dismissing, with prejudice State Farm's Amended Complaint and each and every claim asserted therein against the Metro Pain Defendants;
- (B) As to the Metro Pain Defendants' First Counterclaim against State Farm for Fraud and Fraudulent Misrepresentation, compensatory damages of at least \$1,805,166, plus pre-judgment interest, costs, and such other and further relief as this court deems equitable just and proper;
- (C) As to the Metro Pain Defendants' Second Counterclaim against State Farm for Breach of Covenant of Good Faith and Fair Dealing, the Metro Pain Defendants are entitled to compensatory damages of at least \$1,805,166,

plus pre-judgment interest, costs, and such other and further relief as this court deems equitable just and proper;

- (D) As to the Metro Pain Defendants' Third Counterclaim against State Farm for violation of § 349(h) of New York State's General Business Law, State Farm should be enjoined from its unlawful acts and practices and the Metro Pain Defendants are entitled to payment of their actual damages of at least \$1,805,166. Further, based on the egregious, willful nature of State Farm's conduct the Metro Pain Defendants are entitled to treble damages (to the extent permitted by statute) and their reasonable attorney's fees; and
- (E) Such other and further relief as this Court deems just and proper, including payment of the Metro Pain Defendants' attorneys' fees, costs and expenses.

### **JURY DEMAND**

Pursuant to Federal Rule of Civil Procedure 38(b), the Metro Pain Defendants demand a trial by jury.

Dated: New York, New York  
August 29, 2023

### **KAUFMAN DOLOWICH & VOLUCK LLP**

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*Attorneys for Defendants Metro Pain  
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Tri-Borough NY Medical Practice P.C.*

4875-5474-3420, v. 1

# EXHIBIT 1

(SUBJECT TO MOTION TO SEAL)

# EXHIBIT 2

(SUBJECT TO MOTION TO SEAL)

# EXHIBIT 3

(SUBJECT TO MOTION TO SEAL)

# EXHIBIT 4

(SUBJECT TO MOTION TO SEAL)



# EXHIBIT 5

(SUBJECT TO MOTION TO SEAL)

# EXHIBIT 6



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**RYAN GOLDBERG**

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July 18, 2019

**Via E-Mail & Regular Mail**

Russell Friedman & Associates  
3000 Marcus Avenue, Suite 2E03  
Lake Success, New York 11042  
Attention: Erin Stamper

Re: Examination Under Oath of Metro Pain Specialists, P.C. on behalf of State Farm  
Mutual Automobile Insurance Company ("State Farm")  
Claims/Eligible Injured Persons: See Exhibit "A"  
Our File No.: 20660-719

Dear Ms. Stamper:

**REQUEST FOR VERIFICATION**

I write on behalf of State Farm as a follow-up to its Examination Under Oath ("EUO") of your client, Metro Pain Specialists, P.C. ("Metro Pain"), which was conducted on October 25, 2018 and November 5, 2018, and your post-EUO correspondence, dated July 10, 2019 with respect to the claims identified in Exhibit "A". State Farm acknowledges that Metro Pain provided certain documents in January, 2019 and again in July, 2019, but as acknowledges in your July 10, 2019 correspondence, Metro Pain has not and does not intend to produce all of the documents requested by State Farm.

As State Farm has previously indicated, it requires verification of the claims identified in Exhibit "A" and seeks to determine, among other things, whether Metro Pain is entitled to reimbursement for No-Fault benefits. Based on the documents provided, State Farm requires that Metro Pain submit the following outstanding information in order to resolve the issues with Leonid Shapiro, M.D.'s ("Dr. Shapiro") EUO testimony and permit State Farm to verify whether Metro Pain is entitled to receive No-Fault benefits:

1. Schedule "A" or any documentation listing the annual rent paid by Metro Pain between January 1, 2017 and the present related to Metro Pain's operation at 717 Southern Boulevard, Bronx, New York;
2. Metro Pain's master lease and/or licensing agreement between January 1, 2017 and the present for (i) 2451 East Tremont Avenue, Bronx, New York; and (ii) 955 Yonkers Boulevard, Westchester, New York;

9 Thurlow Terrace  
Albany, NY 12203-1005  
T 518.462.3000 F 518.462.4199

21 Main Street, Court Plaza South  
West Wing, Suite 158  
Hackensack, NJ 07601-7021  
T 201.287.2460 F 201.489.0495

477 Madison Avenue  
New York, NY 10022-5843  
T 212.455.9555 F 212.687.9044

2649 South Road  
Poughkeepsie, NY 12601-6843  
T 845.473.8100 F 845.473.8777

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3. All of Metro Pain's subleases and/or licensing agreements with healthcare providers between January 1, 2017 and the present for (i) 1220 East New York Avenue, Brooklyn, New York; (ii) 535 Utica Avenue, Brooklyn, New York; (iii) 955 Yonkers Boulevard, Westchester, New York; and (iv) 87-10 Northern Boulevard, Jackson Heights, New York;
4. The entire sublease for Physical Therapy of NY, P.C. for 204-12 Hillside Avenue, Hollis, New York;
5. Copies of all documentation, including leases, subleases, licensing agreements, bank statements, cancelled checks (copies of the front and back of checks), and financial records related to payments made by Metro Pain to any individual or entities related to Metro Pain's operation at 5037 Broadway, New York, New York between January 1, 2017 and the present;
6. Copies of all documentation, including bank statements, cancelled checks (copies of the front and back of checks), and financial records related to payments made by Metro Pain to any individual or entities related to Metro Pain's operation at any of its locations or clinics, including but not limited to:
  - i. 717 Southern Boulevard, Bronx, New York between February 1, 2017 and November 6, 2017;
  - ii. 105-10 Flatlands Avenue, Brooklyn, New York between January 1, 2018 and April 2, 2018;
  - iii. 87-10 Northern Boulevard, Jackson Heights, New York between January 1, 2017 and February 28, 2018;
  - iv. 204-12 Hillside Avenue, Hollis, New York between January 1, 2017 and January 17, 2018;
  - v. 1110 Pelham Parkway, Bronx, New York between March 31, 2017 and November 2, 2017;
  - vi. 2451 East Tremont Road, Bronx, New York, 90-16 Sutphin Boulevard, Jamaica New York, 1942 Williamsbridge Road, Bronx, New York, 135 Eastern Parkway, Brooklyn, New York, 520 Beach 20th Street, Far Rockaway, New York, and 92-07 Roosevelt Avenue, Queens, New York between January 1, 2017 and November 6, 2017; and
  - vii. 488 Lafayette Avenue, Brooklyn, New York and 560 Prospect Avenue, Bronx, New York between January 1, 2018 and the present;
7. The identity of the office and/or operations manager for:
  - i. 2386 Jerome Avenue, Bronx, New York;
  - ii. 2940 Grand Concourse, Bronx, New York;
  - iii. 90-16 Sutphin Boulevard, Jamaica, New York;
  - iv. 1122 Coney Island Avenue, Brooklyn, New York;
  - v. 320 Post Avenue, Suite 100, Westbury, New York;

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- vi. 92-07 Roosevelt Avenue, Queens, New York;
  - vii. 520 Beach 20th Street, Far Rockaway, New York;
  - viii. 170 West 233rd Street, Bronx, New York;
  - ix. 135 Eastern Parkway, Brooklyn, New York;
  - x. 1942 Williamsbridge, Bronx, New York;
  - xi. 103-12 Liberty Avenue, Queens, New York;
  - xii. 222-01 Hempstead Avenue, Jamaica, New York;
  - xiii. 332 149th Street, Bronx, New York;
  - xiv. 5037 Broadway, New York, New York;
  - xv. 4602 6th Avenue, Brooklyn, New York;
  - xvi. 823 56th Avenue, Brooklyn, New York;
  - xvii. 215-19 39th Street, Brooklyn, New York;
  - xviii. 488 Lafayette Avenue, Brooklyn, New York; and
  - xix. 560 Prospect Avenue, Bronx, New York;
8. Copies of all documentation including agreements, bank statements, cancelled checks (copies of the front and back of checks), and financial records related to payments made by Metro Pain to any individual or entity providing: (1) billing or collection services for or on behalf of Metro Pain, including but not limited to Portek; (2) marketing or advertising services for or on behalf of Metro Pain, including but not limited to Clever Solutions; and (3) payroll services, including but not limited to ACE Payroll;
9. Copies of Metro Pain's 2018 Federal and State Tax Returns<sup>1</sup> as well as copies of documents relating to the income and expenses of Metro Pain, including, but not limited to general ledgers since 2017; and
10. To the extent not already provided (i.e. statements from September 29, 2019 to March 31, 2019), copies of bank statements, account opening documents, signature cards, cancelled checks, withdrawal records, or electronic transfers in connection with any bank account held in the name of Metro Pain from January 2017 to the present.

Moreover, the post-EUO verification documents received from Metro Pain thus far only further justifies State Farm's request for additional verification, as the responses themselves contradict Dr. Shapiro's testimony. For example, several of the individuals listed in the chart identifying the office managers at Metro Pain's clinic locations do no match Dr. Shapiro's EUO testimony and in fact, are being paid directly by Metro Pain. Additionally, Metro Pain failed to provide subleases for 535 Utica Avenue, Brooklyn, New York, 1220 East New York Avenue, Brooklyn, New York, 87-10 Northern Boulevard, Jackson Heights, New York, and 955 Yonkers Boulevard, Westchester, New York, despite Dr. Shapiro testifying that Metro Pain subleases space to an acupuncturist, chiropractor, and physical therapist at 535 Utica Avenue, 955

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<sup>1</sup> State Farm acknowledges that you provided Metro Pain's 2017 Federal and State Tax Returns. However, as advised, Metro Pain's 2018 Tax Returns are on extension until September, 2019.

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Yonkers Boulevard, and 87-10 Northern Boulevard, and subleases space to a “standard set of providers” at 1220 East New York.

Based on the documents provided, Dr. Shapiro’s testimony and the questions concerning the eligibility of Metro Pain to collect No-Fault reimbursement, the production of the above-referenced materials is necessary to complete Metro Pain’s proof of claim as to the claims identified in Exhibit “A” and, thus, is also a condition of coverage. Please be advised that State Farm will not pay Metro Pain for any services rendered to the eligible injured persons relating to the claims identified in Exhibit “A” until Metro Pain has provided the verification that State Farm has requested.

Please note that the documents identified above bear directly on the issues for which State Farm has sought Metro Pain’s EUO, including (i) the propriety of the billing and coding practices associated with the claim submissions made to State Farm; (ii) the medical justification for the performance of the services, including the pattern in the nature and frequency of such services performed by Metro Pain; (iii) whether Metro Pain is eligible for reimbursement under 11 N.Y.C.R.R. §65-3.16(a)(12) based upon the financial relationships between Metro Pain and the locations at which it renders services; and (iv) whether Metro Pain is in compliance with material licensing laws and/or operating in violation of the NY Business Corporation law, the New York State Education law and the New York Public Health Law.

Pursuant to 11 N.Y.C.R.R. § 65-3.5(o), Metro Pain’s failure to comply with this verification request by providing all of the requested verification under Metro Pain’s control or possession within 120 calendar days of our original request or by providing written proof providing reasonable justification for its failure to comply with this verification request may result in the subject claims being denied.

Your immediate attention to this matter is appreciated. Should you have any questions, please feel free to contact me.

Very truly yours,

RIVKIN RADLER LLP

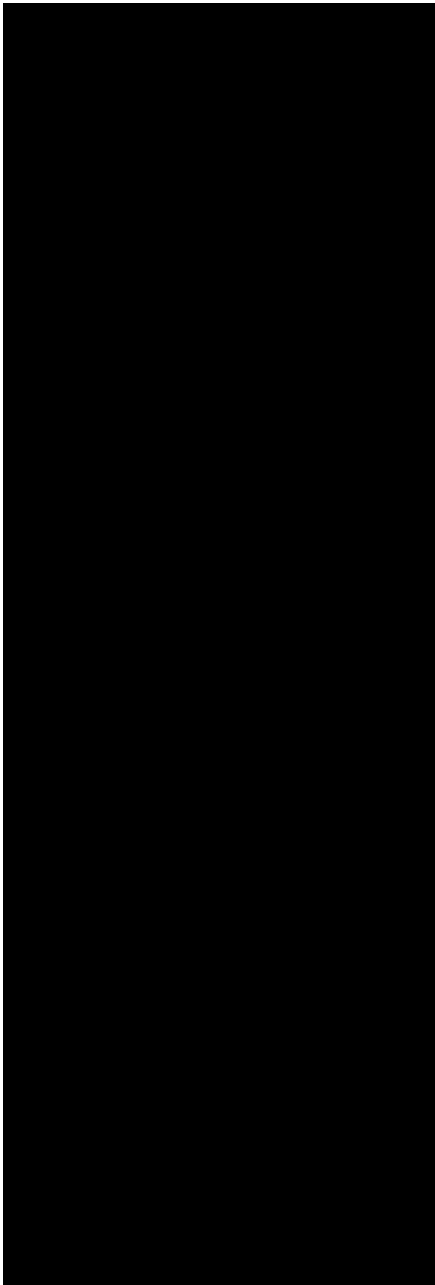


Ryan Goldberg

Cc: Doug Babin, State Farm

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July 18, 2019  
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Exhibit "A"

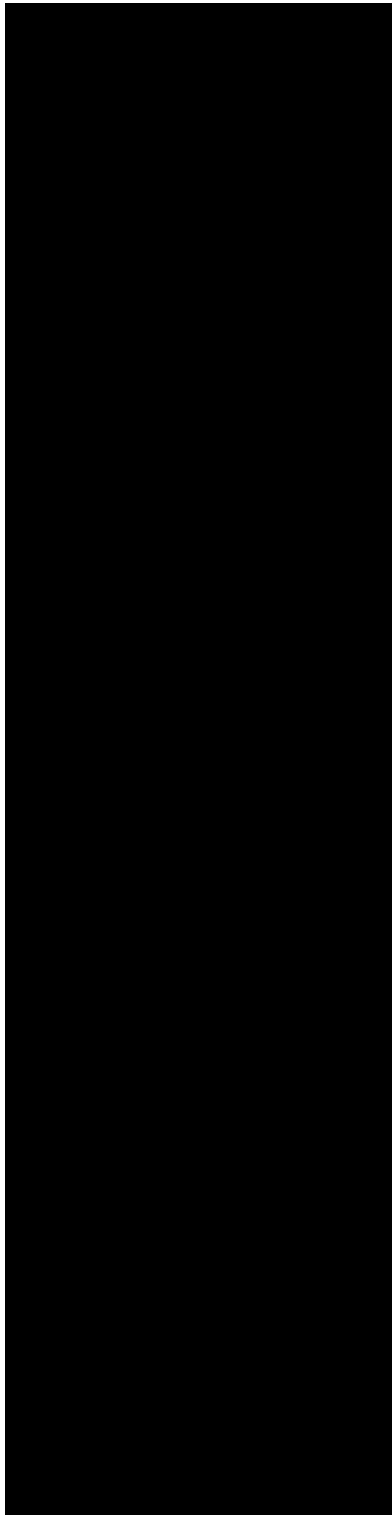
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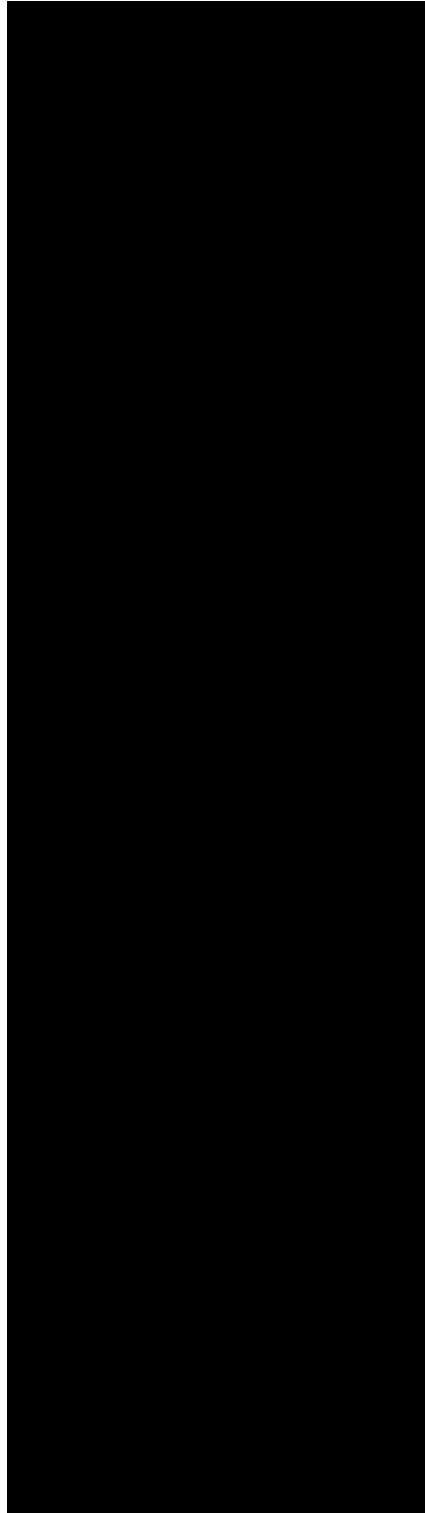
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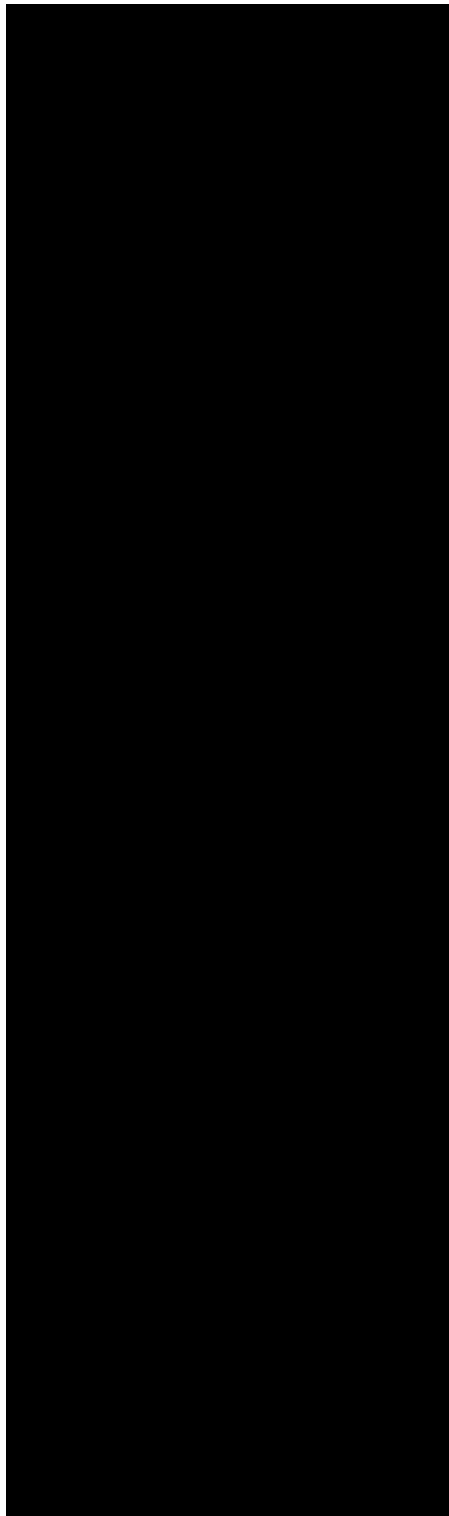
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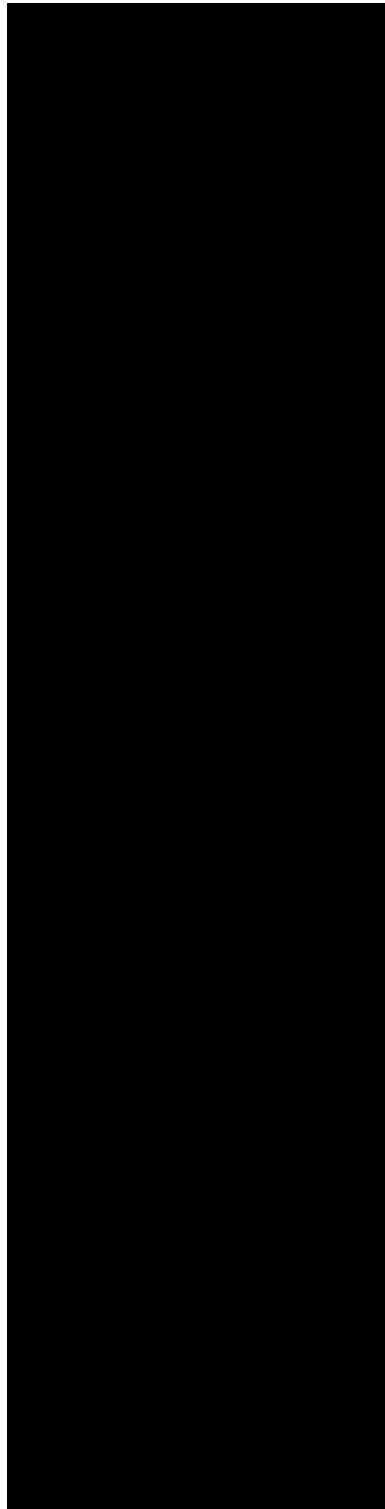
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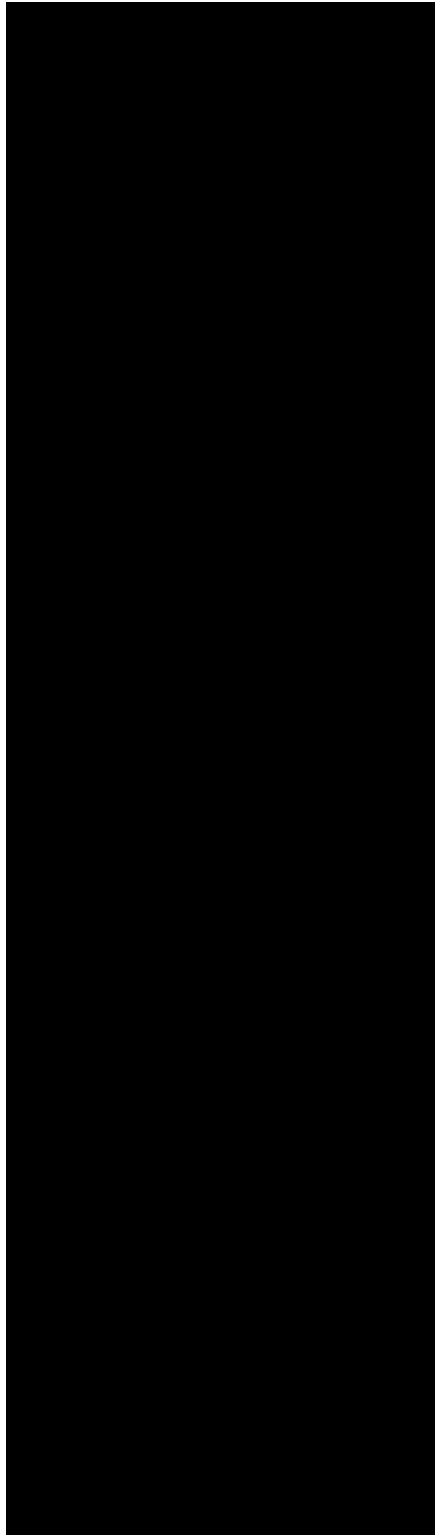
Erin Stamper  
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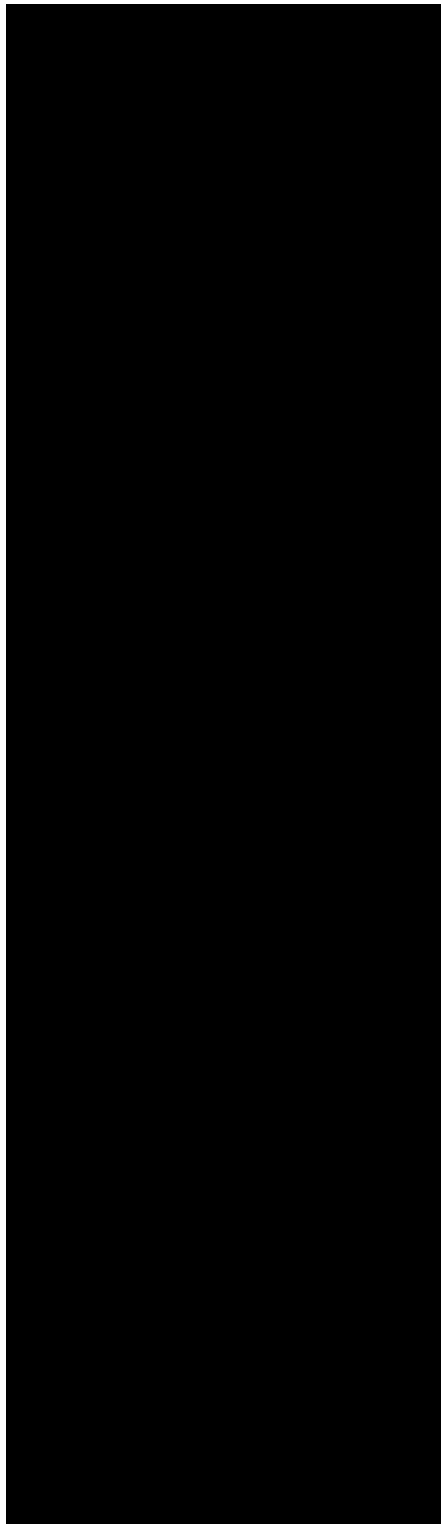
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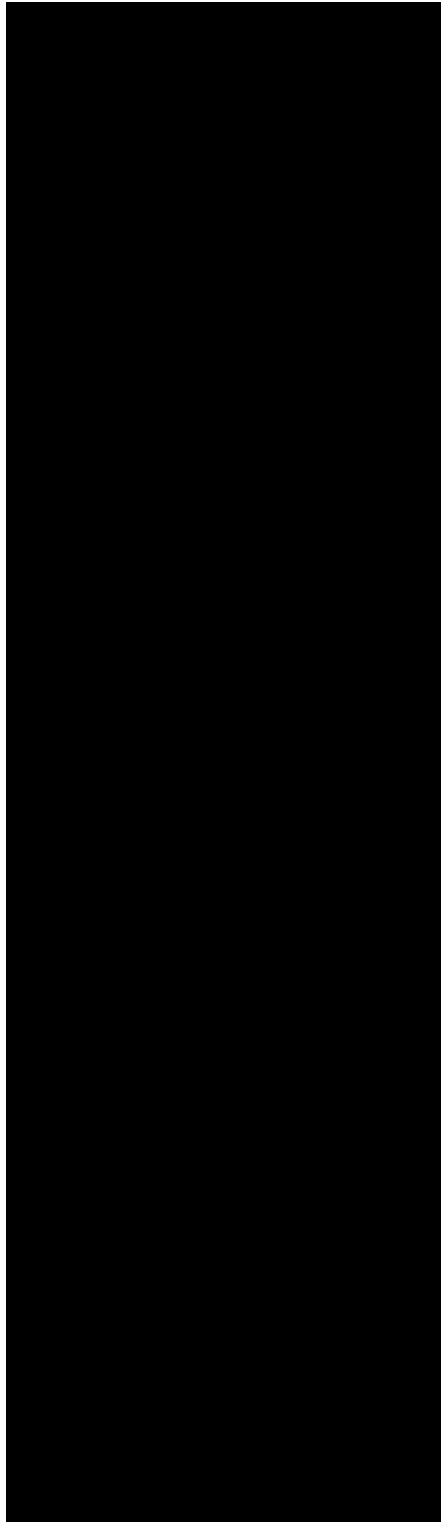
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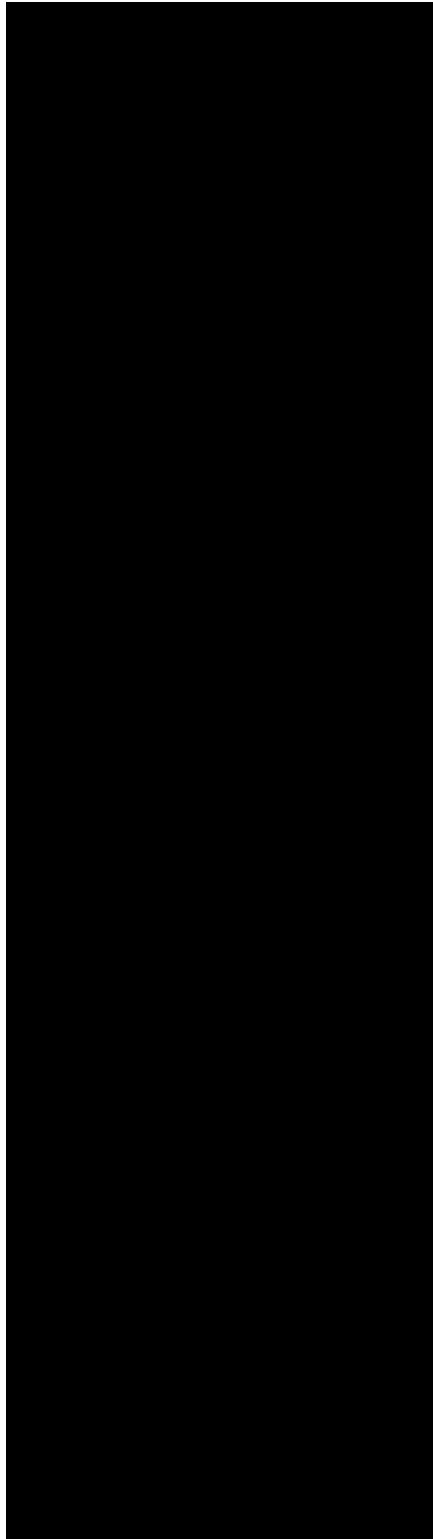
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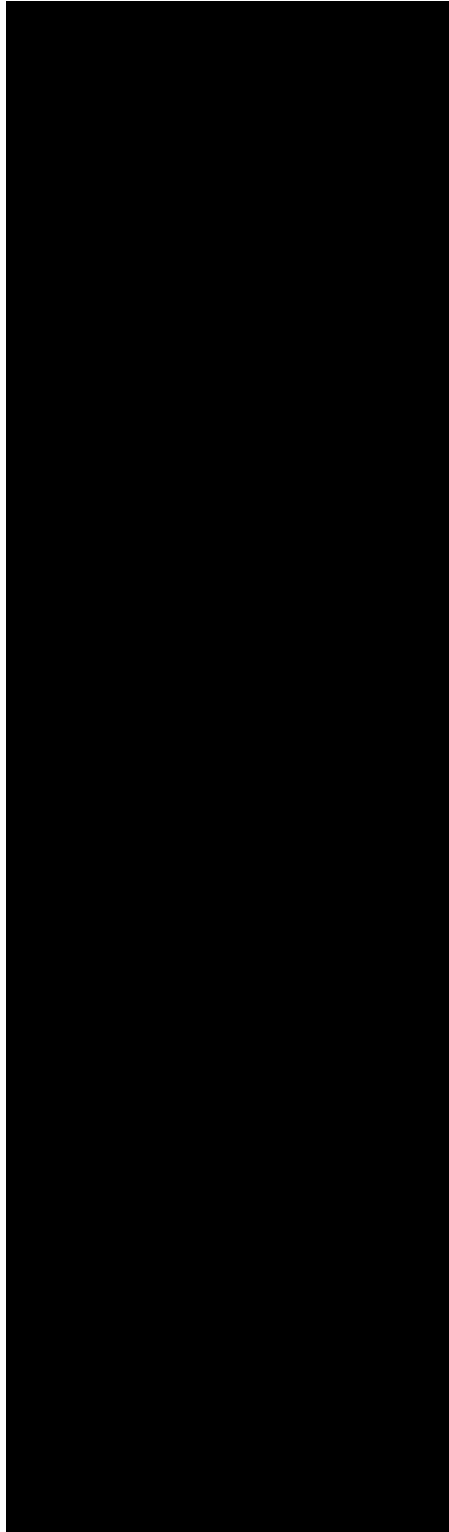
Erin Stamper  
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# EXHIBIT 7



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926 RXR Plaza  
Uniondale, NY 11556-0926  
T 516.357.3000 F 516.357.3333

**RYAN GOLDBERG**  
**PARTNER**

(516) 357-3525  
[ryan.goldberg@rivkin.com](mailto:ryan.goldberg@rivkin.com)

June 10, 2020

**Via E-Mail & Regular Mail**

hillarybeth@aol.com  
The Law Offices Of Hillary Blumenthal, P.L.L.C.  
251 West 39th Street, 9th Floor  
New York, New York 10018  
Attention: Hillary Blumenthal

Re: Metro Pain Specialists, P.C. - State Farm Mutual Automobile Insurance Company  
("State Farm")  
Claims/Eligible Injured Persons: See Exhibit "A"  
Our File No.: 20660-719

Dear Ms. Blumenthal:

**REQUEST FOR VERIFICATION**

I write on behalf of State Farm as a follow-up to your client Metro Pain Specialists, P.C. ("Metro Pain Specialists Specialists") post-EUO correspondence, received on May 25, 2020 and as advised first able to be properly accessed on May 29, 2020, with respect to the claims identified in Exhibit "A". State Farm acknowledges that Metro Pain Specialists provided certain documents, but as will be detailed below, Metro Pain Specialists has not provided all of the documents requested by State Farm. Additionally, pursuant to State Farm and Metro Pain Specialists agreement and memorialized in a separate agreement, among other things, State Farm and Metro Pain Specialists have agreed that with respect to the claims in Exhibit "A", the time for State Farm to take any action on these claims, including, without limitation, seeking written verification has been extended to July 10, 2020.

As you know, State Farm had previously indicated, it required verification of the claims identified in Exhibit "A" and sought to determine, among other things, whether Metro Pain Specialists is entitled to reimbursement for No-Fault benefits. Based on the documents provided in May 2020, State Farm requires that Metro Pain Specialists submit the following outstanding information, which had previously been requested, in order to resolve the issues with Leonid Shapiro, M.D.'s ("Dr. Shapiro") EUO testimony and permit State Farm to verify whether Metro Pain Specialists is entitled to receive No-Fault benefits:

9 Thurlow Terrace  
Albany, NY 12203-1005  
T 518.462.3000 F 518.462.4199

21 Main Street, Court Plaza South  
West Wing, Suite 158  
Hackensack, NJ 07601-7021  
T 201.287.2460 F 201.489.0495

477 Madison Avenue  
New York, NY 10022-5843  
T 212.455.9555 F 212.687.9044

2649 South Road  
Poughkeepsie, NY 12601-6843  
T 845.473.8100 F 845.473.8777

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1. Schedule "A" or any documentation listing the annual rent paid by Metro Pain Specialists between January 1, 2017 and the present related to Metro Pain Specialists' operation at 717 Southern Boulevard, Bronx, New York;
2. Metro Pain Specialists master lease and/or licensing agreement between January 1, 2017 and the present for 2451 East Tremont Avenue, Bronx, New York;
3. All of Metro Pain Specialists subleases and/or licensing agreements with healthcare providers between January 1, 2017 and the present for (i) 1220 East New York Avenue, Brooklyn, New York, with the exception of the 2018 sublease for Dos Manos Chiropractic, P.C.; (ii) 535 Utica Avenue, Brooklyn, New York, with the exception of the 2018 sublease of Martin Family Chiropractic, P.C.; (iii) 955 Yonkers Boulevard, Westchester, New York, with the exception of the 2018 sublease of Inspired Chiropractic, P.C.; and (iv) 87-10 Northern Boulevard, Jackson Heights, New York;
4. Copies of all documentation, including leases, subleases, licensing agreements, bank statements, cancelled checks (copies of the front and back of checks), and financial records related to payments made by Metro Pain Specialists to any individual or entities related to Metro Pain Specialists' operation at 5037 Broadway, New York, New York between January 1, 2017 and the present;
5. Copies of all documentation, including bank statements, cancelled checks (copies of the front and back of checks), and financial records related to payments made by Metro Pain Specialists to any individual or entities related to Metro Pain Specialists operation at any of its locations or clinics, including but not limited to:
  - 717 Southern Boulevard, Bronx, New York between February 1, 2017 and November 6, 2017;
  - 87-10 Northern Boulevard, Jackson Heights, New York between January 1, 2017 and February 28, 2018;
  - 204-12 Hillside Avenue, Hollis, New York between January 1, 2017 and January 17, 2018;
  - 1110 Pelham Parkway, Bronx, New York between March 31, 2017 and November 2, 2017;
  - 2451 East Tremont Road, Bronx, New York, between January 1, 2017 and November 6, 2017;
  - 90-16 Sutphin Boulevard, Jamaica New York, between January 1, 2017 and November 6, 2017;
  - 1942 Williamsbridge Road, Bronx, New York between January 1, 2017 and November 6, 2017;



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- 135 Eastern Parkway, Brooklyn, New York between January 1, 2017 and November 6, 2017;
  - 520 Beach 20th Street, Far Rockaway, New York between January 1, 2017 and November 6, 2017;
  - 92-07 Roosevelt Avenue, Queens, New York between January 1, 2017 and November 6, 2017;
  - 488 Lafayette Avenue, Brooklyn, New York between January 1, 2017 and November 6, 2017;
  - 560 Prospect Avenue, Bronx, New York between January 1, 2018 and the present;
6. The identity of the office and/or operations manager for:
- 2386 Jerome Avenue, Bronx, New York;
  - 2940 Grand Concourse, Bronx, New York;
  - 90-16 Sutphin Boulevard, Jamaica, New York;
  - 1122 Coney Island Avenue, Brooklyn, New York;
  - 320 Post Avenue, Suite 100, Westbury, New York;
  - 92-07 Roosevelt Avenue, Queens, New York;
  - 520 Beach 20th Street, Far Rockaway, New York;
  - 170 West 233rd Street, Bronx, New York;
  - 135 Eastern Parkway, Brooklyn, New York;
  - 1942 Williamsbridge, Bronx, New York;
  - 103-12 Liberty Avenue, Queens, New York;
  - 222-01 Hempstead Avenue, Jamaica, New York;
  - 332 149th Street, Bronx, New York;
  - 5037 Broadway, New York, New York;
  - 4602 6th Avenue, Brooklyn, New York;
  - 823 56th Avenue, Brooklyn, New York;
  - 215-19 39th Street, Brooklyn, New York;
  - 488 Lafayette Avenue, Brooklyn, New York; and
  - 560 Prospect Avenue, Bronx, New York;
7. Copies of all documentation including agreements, bank statements, cancelled checks (copies of the front and back of checks), and financial records related to payments made by Metro Pain Specialists to any individual or entity providing: (1) billing or collection services for or on behalf of Metro Pain Specialists, including but not limited to Portek and Expert Billing Solution; (2) marketing or advertising services for or on behalf of Metro Pain Specialists, including but not limited to Clever Solutions; and (3) payroll services, including but not limited to ACE Payroll for the time period January 1, 2017 to the present;
8. Copies of Metro Pain Specialists 2018 Federal and State Tax Returns;

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9. To the extent not already provided (i.e. statements from September 29, 2018 to August 31, 2019), copies of bank statements, account opening documents, signature cards, cancelled checks, withdrawal records, or electronic transfers in connection with any bank account held in the name of Metro Pain Specialists from January 2017 to September 2018.

The documents requested are necessary in order to confirm Shapiro's testimony, and/or to resolve any questions which Shapiro was not able to answer with sufficient detail during his testimony regarding a variety of issues. Further, the documents are necessary to determine the eligibility of Metro Pain Specialists to collect No-Fault reimbursement and complete Metro Pain Specialists proof of claim as to the claims identified in Exhibit "A" and, thus, is also a condition of coverage. Please be advised that State Farm will not pay Metro Pain Specialists for any services rendered to the eligible injured persons relating to the claims identified in Exhibit "A" until Metro Pain Specialists has provided the verification that State Farm has requested.

As you know, Shapiro's testimony raised concerns which necessitate the production of the above documents. As relevant to the claims identified herein, for example, Shapiro testified among other things: (i) Metro Pain Specialists renders services at 11 locations where it maintains the master lease agreement and subleases out to various professional corporations that render services either based on Metro Pain Specialists' referrals (e.g. physical therapy) or the patients examined by Metro Pain Specialists – raising questions as to the true financial arrangements between Metro Pain Specialists and the subleasing entities; (iii) Metro Pain Specialists' doctors are seen first at these locations in order to refer patients for other medical services including pharmaceuticals and durable medical equipment; (iv) Metro Pain Specialists "employs" the front desk staff and/or administrators at various locations where they render services; (v) Shapiro does not manage the employee payroll or decide on salary for administrative staff of Metro Pain Specialists which is instead handled by his practice administrator "Natasha"; (vi) in certain locations, Metro Pain Specialists acquired the prior medical practice owned by Dr. Ajudua, without compensating him for the practices (these practices had been investigated and subject to numerous lawsuits based on allegations of illegal ownership and control by laypersons and other fraudulent activities); (vii) certain medical staff employees are paid based on a percentage of the collections associated with the procedures they bill and perform; (viii) Metro Pain Specialists essentially gives every patient the same treatment plan regardless of age, sex, injury, symptoms or complaint; (ix) Shapiro does not treat patients through Metro Pain Specialists and is a medical director at an ASC in New Jersey; (x) there is no coordination of care among the providers at the locations where Metro Pain Specialists renders services, even though they are the main medical professional at the locations; (xi) the outcome assessment tests billed by Metro Pain Specialists "don't matter that much" and if the test is only performed one time on a patient it would be medically useless; (xii) Metro Pain Specialists billing company decides what CPT codes to bill; and (xiii) Metro Pain Specialists utilizes a marketing company – Beshert (which is owned by an individual who has been investigated based on concerns that he, along with others, illegally owned and controlled medical practices).

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Based on the above, the outstanding documents are necessary to complete Metro Pain Specialists proof of claim with respect to the claims listed in Exhibit “A”. Shapiro’s testimony and the documents provided in the May 2020 production (in conjunction with previous productions) raises serious concerns whether: (i) the services being provided to State Farm’s insureds by Metro Pain Specialists were provided pursuant to a pre-determined treatment protocol designed to maximize profit without regard to patient care; and (ii) Metro Pain Specialists directly or indirectly provides or receives financial or other consideration in exchange for patient referrals. Additionally, the documents bear directly on other issues, including, but not limited to: (i) the propriety of the billing and coding practices associated with the claim submissions made to State Farm; (ii) the medical justification for the performance of the services, including the pattern in the nature and frequency of such services performed by Metro Pain Specialists; (iii) Metro Pain Specialists is eligible for reimbursement under 11 N.Y.C.R.R. §65-3.16(a)(12) based upon the financial relationships between Metro Pain Specialists and the locations at which it renders services; and (iv) Metro Pain Specialists is in compliance with material licensing laws and/or operating in violation of the NY Business Corporation law, the New York State Education law and the New York Public Health Law.

Further, based on the documents provided in May 2020 (in conjunction with how the documents raised additional questions based on Shapiro’s testimony), State Farm requests additional verification in the form of the documents identified below, with respect to the claims identified in Exhibit “A”. These additional documents are necessary to determine, among other things, whether Metro Pain Specialists is entitled to reimbursement for No-Fault benefits and are sought in direct response to the May 2020 production and how they relate to Shapiro’s testimony and the concerns raised by State Farm.

1. Copies of all written agreements and documents evidencing services provided, between Metro Pain Specialists and Beshert Corp. related to services performed between period January 1, 2017 to the present;
2. Copies of all documentation including statements, account opening documents, withdrawal records, or electronic transfers in connection with the Flushing Bank Account ending in 9251, from January 2017 to the present;
3. Copies of all written agreements between Metro Pain Specialists and any entity that provided funding, loans or factoring services to Metro Pain Specialists for the time period January 1, 2017 to the present, including, but not limited to, All Star Services, Inc., NY NJ Receivable Recovery, Inc., and Law Cash Advances, Inc.;
4. Copies of documentation evidencing the name of the individual or entity that opened the American Express Credit Card account that received payments from Metro Pain Specialists bank account during the time period January 1, 2017 to the present; and
5. Copies of all written employment agreements between Metro Pain Specialists and any individual that provides medical services on behalf of Metro Pain Specialists for the time period January 1, 2017 to the present.

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These documents are necessary to determine the eligibility of Metro Pain Specialists as they directly relate to among other things, the actual ownership of the claims identified in Exhibit “A”, whether the services being provided to State Farm’s insureds by Metro Pain Specialists were provided pursuant to a pre-determined treatment protocol designed to maximize profit without regard to patient care; whether Metro Pain Specialists directly or indirectly provides or receives financial or other consideration in exchange for patient referrals and whether Metro Pain Specialists is eligible for reimbursement under 11 N.Y.C.R.R. §65-3.16(a)(12), material licensing laws and/or operating in violation of the NY Business Corporation law, the New York State Education law and/or the New York Public Health Law based upon the financial relationships between Metro Pain Specialists and the locations at which it renders services.

Pursuant to 11 N.Y.C.R.R. § 65-3.5(o), Metro Pain Specialists failure to comply with this verification request by providing all of the requested verification under Metro Pain Specialists control or possession within 120 calendar days of our original request or by providing written proof providing reasonable justification for its failure to comply with this verification request may result in the subject claims being denied.

Your immediate attention to this matter is appreciated. Should you have any questions, please feel free to contact me.

Very truly yours,

RIVKIN RADLER LLP



Ryan Goldberg

Cc: Doug Babin, State Farm

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**Exhibit “A”**

<b><u>Claim No.</u></b>	<b><u>Insured</u></b>	<b><u>Date of Service</u></b>	<b><u>Billed Amount</u></b>
0703N755N		2019-12-04 to 2019-12-04	\$353.10
079755K80		2019-11-06 to 2019-11-06	\$297.39
079755K80		2019-12-19 to 2019-12-19	\$297.39
079755K80		2020-01-08 to 2020-01-08	\$148.69
079755K80		2020-02-17 to 2020-02-17	\$297.39
07B7727B6		2019-11-11 to 2019-11-11	\$3,387.09
07B9770H1		2020-01-07 to 2020-01-07	\$54.74
07B9770H1		2019-11-12 to 2019-11-12	\$3,387.09
07C0651V5		2019-11-11 to 2019-11-11	\$148.69
07C0651V5		2019-12-23 to 2019-12-23	\$148.69
07C0651V5		2020-02-05 to 2020-02-05	\$92.98
07C0651V5		2020-02-09 to 2020-02-09	\$606.95
07C1725F7		2019-11-04 to 2019-11-04	\$353.10
07C1725F7		2019-11-21 to 2019-11-21	\$3,387.09
07C1725F7		2019-12-06 to 2019-12-06	\$297.39
07C1725F7		2020-01-23 to 2020-01-23	\$92.98
07C1725F7		2020-01-28 to 2020-01-28	\$54.74
07C1725F7		2020-01-28 to 2020-01-28	\$148.69
07C1725F7		2020-02-08 to 2020-02-08	\$2,414.30
07C1725F7		2020-02-08 to 2020-02-08	\$371.42
07C1725F7		2020-02-27 to 2020-02-27	\$268.48
07C4431P2		2020-01-22 to 2020-01-22	\$297.39
07C6202X1		2020-01-20 to 2020-01-20	\$148.69
07C6202X1		2020-01-06 to 2020-01-06	\$148.69
08C5409V0		2020-01-06 to 2020-01-06	\$353.10
08C5409V0		2020-02-11 to 2020-02-11	\$297.39
08C5409V0		2020-02-18 to 2020-02-18	\$148.69
08C5409V0		2020-03-16 to 2020-03-16	\$297.39
08C5409V0		2020-01-06 to 2020-01-06	\$353.10
117122H25		2019-10-14 to 2019-10-14	\$92.98
119823P42		2019-10-07 to 2019-10-07	\$297.39
119823P42		2019-10-12 to 2019-10-12	\$691.65
119823P42		2019-11-18 to 2019-11-18	\$297.39
119823P42		2019-12-23 to 2019-12-23	\$297.39
11B5871B4		2019-10-29 to 2019-10-29	\$1,746.88
13C3464D1		2019-12-05 to 2019-12-05	\$148.69
13C3464D1		2020-02-25 to 2020-02-25	\$297.39
13C3464D1		2020-03-09 to 2020-03-09	\$54.73
13C3464D1		2020-03-11 to 2020-03-11	\$148.69

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2004Q283N		2020-03-03 to 2020-03-03	\$353.10
2004Q283N		2020-03-03 to 2020-03-03	\$353.10
20C5800P1		2020-01-17 to 2020-01-17	\$353.10
20C5800P1		2020-02-14 to 2020-02-14	\$92.98
20C5800P1		2020-03-05 to 2020-03-05	\$148.69
2303C564M		2019-12-30 to 2019-12-30	\$353.10
3003P106M		2019-12-16 to 2019-12-16	\$148.69
3003P106M		2020-01-22 to 2020-01-22	\$148.69
3003P106M		2020-01-22 to 2020-01-22	\$92.98
3003P106M		2020-02-08 to 2020-02-08	\$472.90
3003P106M		2020-02-24 to 2020-02-24	\$297.39
3003P106M		2020-03-07 to 2020-03-07	\$472.90
3003P106M		2019-12-16 to 2019-12-16	\$148.69
3003P106M		2020-01-07 to 2020-01-07	\$148.69
3003P106M		2020-02-24 to 2020-02-24	\$297.39
3004D593W		2020-01-28 to 2020-01-28	\$148.69
3004D593W		2020-02-24 to 2020-02-24	\$148.69
3202B221N		2019-11-07 to 2019-11-07	\$92.98
3202B221N		2019-11-13 to 2019-11-13	\$148.69
3202B221N		2019-12-11 to 2019-12-11	\$297.39
3202P619B		2019-10-08 to 2019-10-08	\$92.98
3202P619B		2019-11-12 to 2019-11-12	\$297.39
3202P619B		2020-02-13 to 2020-02-13	\$297.39
3202P619B		2019-10-28 to 2019-10-28	\$297.39
3202P619B		2019-11-26 to 2019-11-26	\$148.69
3202Q893X		2019-11-27 to 2019-11-27	\$148.69
3202Q976W		2020-01-08 to 2020-01-08	\$353.10
3202Q976W		2020-02-07 to 2020-02-07	\$297.39
3202Q976W		2020-01-22 to 2020-01-22	\$297.39
3202Q976W		2020-02-24 to 2020-02-24	\$297.39
3202R317X		2019-10-30 to 2019-10-30	\$64.07
3202R317X		2019-12-04 to 2019-12-04	\$64.07
3202R317X		2020-01-29 to 2020-01-29	\$297.39
3202R317X		2020-03-05 to 2020-03-05	\$268.48
3202T411B		2019-10-08 to 2019-10-08	\$148.69
3202T411B		2019-11-03 to 2019-11-03	\$815.21
3202T411B		2019-11-03 to 2019-11-03	\$64.07
3202T411B		2019-12-18 to 2019-12-18	\$92.98
3202V825W		2019-10-21 to 2019-10-21	\$148.69
3202V825W		2019-12-05 to 2019-12-05	\$148.69
3203D326N		2019-12-05 to 2019-12-05	\$92.98
3203D326N		2019-12-19 to 2019-12-19	\$127.41
3203D326N		2019-12-19 to 2019-12-19	\$1,695.00
3203D326N		2019-12-19 to 2019-12-19	\$305.00
3203D326N		2020-01-07 to 2020-01-07	\$297.39
3203D326N		2020-02-11 to 2020-02-11	\$297.39
3203D326N		2020-02-17 to 2020-02-17	\$148.69

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3203D326N		2020-03-17 to 2020-03-17	\$92.98
3203D326N		2020-03-24 to 2020-03-24	\$92.98
3203D326N		2020-04-05 to 2020-04-05	\$472.90
3203H304W		2019-12-17 to 2019-12-17	\$148.69
3203H304W		2020-02-04 to 2020-02-04	\$297.39
3203H304W		2020-03-16 to 2020-03-16	\$92.98
3203L411X		2020-01-22 to 2020-01-22	\$148.69
3203L411X		2020-03-12 to 2020-03-12	\$92.98
3203M130K		2019-12-17 to 2019-12-17	\$148.69
3203M130K		2020-01-21 to 2020-01-21	\$148.69
3203M130K		2020-02-25 to 2020-02-25	\$92.98
3203M130K		2019-12-17 to 2019-12-17	\$148.69
3203M130K		2020-01-21 to 2020-01-21	\$148.69
3203M130K		2019-12-17 to 2019-12-17	\$148.69
3203M130K		2020-01-16 to 2020-01-16	\$297.39
3203M130K		2020-01-22 to 2020-01-22	\$148.69
3203N248N		2019-12-11 to 2019-12-11	\$148.69
3203N248N		2020-02-24 to 2020-02-24	\$148.69
3203P135S		2020-03-10 to 2020-03-10	\$148.69
3203P203H		2019-12-16 to 2019-12-16	\$353.10
3203P203H		2019-12-16 to 2019-12-16	\$353.10
3203P203H		2020-02-05 to 2020-02-05	\$297.39
3203P203H		2019-12-16 to 2019-12-16	\$353.10
3203P203H		2020-02-05 to 2020-02-05	\$297.39
3203P203H		2020-02-13 to 2020-02-13	\$148.69
3203P203H		2020-03-26 to 2020-03-26	\$472.90
3203P506K		2019-12-19 to 2019-12-19	\$353.10
3203P506K		2020-01-23 to 2020-01-23	\$297.39
3203P506K		2020-01-29 to 2020-01-29	\$92.98
3203P937C		2019-01-06 to 2019-01-06	\$148.69
3203P937C		2020-01-06 to 2020-01-06	\$148.69
3203P937C		2020-01-29 to 2020-01-29	\$64.07
3203P937C		2020-04-28 to 2020-04-28	\$353.10
3203P937C		2019-01-06 to 2019-01-06	\$148.69
3203P937C		2019-12-11 to 2019-12-11	\$353.10
3203P937C		2020-01-06 to 2020-01-06	\$148.69
3203P937C		2020-01-09 to 2020-01-09	\$148.69
3203P937C		2020-01-29 to 2020-01-29	\$268.48
3203P937C		2020-04-28 to 2020-04-28	\$297.39
3203P937C		2019-01-06 to 2019-01-06	\$148.69
3203P937C		2019-12-11 to 2019-12-11	\$148.69
3203P937C		2020-01-06 to 2020-01-06	\$148.69
3203P937C		2020-01-09 to 2020-01-09	\$148.69
3203P937C		2020-01-21 to 2020-01-21	\$297.39



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3203P937C		2020-02-19 to 2020-02-19	\$148.69
3203P937C		2020-03-10 to 2020-03-10	\$64.07
3203P937C		2019-12-11 to 2019-12-11	\$353.10
3203R093Q		2020-04-06 to 2020-04-06	\$148.69
3203T698X		2020-01-07 to 2020-01-07	\$148.69
3203T698X		2020-01-29 to 2020-01-29	\$148.69
3203T698X		2020-02-07 to 2020-02-07	\$554.27
3203T698X		2020-02-11 to 2020-02-11	\$92.98
3203T698X		2020-02-18 to 2020-02-18	\$92.98
3203T698X		2020-02-21 to 2020-02-21	\$472.90
3203T698X		2020-03-06 to 2020-03-06	\$472.90
3203T698X		2020-03-20 to 2020-03-20	\$751.19
3203T698X		2020-04-06 to 2020-04-06	\$64.07
3204B127M		2019-12-16 to 2019-12-16	\$148.69
3204B127M		2020-01-07 to 2020-01-07	\$148.69
3204B127M		2020-01-27 to 2020-01-27	\$92.98
3204B127M		2020-02-28 to 2020-02-28	\$148.69
3204B127M		2020-01-20 to 2020-01-20	\$148.69
3204B127M		2020-02-24 to 2020-02-24	\$92.98
3204F121R		2020-01-14 to 2020-01-14	\$148.69
3204F121R		2020-02-03 to 2020-02-03	\$148.69
3204F121R		2020-02-20 to 2020-02-20	\$92.98
3204F121R		2020-03-25 to 2020-03-25	\$148.69
3204F121R		2020-01-14 to 2020-01-14	\$148.69
3204F121R		2020-02-20 to 2020-02-20	\$92.98
3204G557N		2020-02-20 to 2020-02-20	\$3,358.04
3204G557N		2020-02-20 to 2020-02-20	\$3,358.04
3204G687H		2020-02-17 to 2020-02-17	\$353.10
3204G687H		2020-03-18 to 2020-03-18	\$92.98
3204G687H		2020-03-23 to 2020-03-23	\$148.69
3204H522H		2020-02-05 to 2020-02-05	\$353.10
3204J038V		2020-02-06 to 2020-02-06	\$148.69
3204K114P		2020-03-05 to 2020-03-05	\$148.69
3204P729C		2020-03-18 to 2020-03-18	\$200.68
3204T271B		2020-02-27 to 2020-02-27	\$148.69
3204T271B		2020-04-16 to 2020-04-16	\$297.39
3204T271B		2020-04-21 to 2020-04-21	\$64.07
3204V370H		2020-03-05 to 2020-03-05	\$353.10
3204W128N		2019-12-27 to 2019-12-27	\$148.69
320543F22		2020-01-23 to 2020-01-23	\$92.98
3205B623S		2020-02-27 to 2020-02-27	\$200.68
3205B623S		2020-04-02 to 2020-04-02	\$268.48
3205H942G		2020-04-02 to 2020-04-02	\$297.39
3205H942G		2020-04-02 to 2020-04-02	\$297.39
3205L478R		2020-03-13 to 2020-03-13	\$353.10
3205M093F		2020-04-22 to 2020-04-22	\$148.69
3205M805C		2020-03-19 to 2020-03-19	\$148.69



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3205M805C		2020-05-05 to 2020-05-05	\$148.69
3205P930R		2020-04-29 to 2020-04-29	\$353.10
320660Q12		2020-02-04 to 2020-02-04	\$148.69
320660Q12		2020-03-12 to 2020-03-12	\$92.98
325338P37		2019-10-23 to 2019-10-23	\$92.98
325338P37		2019-11-27 to 2019-11-27	\$92.98
325338P37		2020-02-10 to 2020-02-10	\$297.39
325338P37		2019-10-28 to 2019-10-28	\$297.39
325338P37		2019-11-19 to 2019-11-19	\$148.69
325338P37		2019-11-27 to 2019-11-27	\$297.39
325846J02		2019-10-12 to 2019-10-12	\$691.65
326016D97		2019-02-11 to 2019-02-11	\$8,891.39
326358H99		2019-10-10 to 2019-10-10	\$407.53
326358H99		2019-12-24 to 2019-12-24	\$297.39
326358H99		2020-01-21 to 2020-01-21	\$297.39
326358H99		2020-02-19 to 2020-02-19	\$297.39
326560T67		2019-10-22 to 2019-10-22	\$92.98
326611T22		2019-10-15 to 2019-10-15	\$92.98
326611T22		2019-10-21 to 2019-10-21	\$297.39
326611T22		2019-11-20 to 2019-11-20	\$297.39
326611T22		2019-11-23 to 2019-11-23	\$406.77
326611T22		2019-11-26 to 2019-11-26	\$92.98
326611T22		2019-12-21 to 2019-12-21	\$92.98
326611T22		2019-12-21 to 2019-12-21	\$627.58
326671K95		2019-11-07 to 2019-11-07	\$150.00
326671K95		2019-12-24 to 2019-12-24	\$297.39
326671K95		2020-01-30 to 2020-01-30	\$297.39
326961K85		2019-10-12 to 2019-10-12	\$691.65
327032C45		2019-10-22 to 2019-10-22	\$92.98
327032C45		2019-11-04 to 2019-11-04	\$297.39
327032C45		2019-12-04 to 2019-12-04	\$92.98
327032Z58		2019-01-12 to 2019-01-12	\$297.39
327032Z58		2019-02-13 to 2019-05-06	\$241.67
327032Z58		2019-03-21 to 2019-06-20	\$565.87
327032Z58		2019-04-22 to 2019-04-22	\$5,531.32
327081Z89		2019-11-25 to 2019-11-25	\$148.69
327085K36		2019-10-14 to 2019-10-14	\$365.75
327085K36		2019-10-22 to 2019-10-22	\$92.98
327085K36		2019-11-08 to 2019-11-08	\$609.17
327085K36		2019-11-22 to 2019-11-22	\$64.07

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327085K36		2019-11-22 to 2019-11-22	\$687.12
327117D85		2019-12-10 to 2019-12-10	\$92.98
327138G81		2019-10-24 to 2019-10-24	\$148.69
327138G81		2019-12-12 to 2019-12-12	\$92.98
327138G81		2020-02-06 to 2020-02-06	\$92.98
327190J72		2019-10-28 to 2019-10-28	\$297.39
327273M06		2019-10-17 to 2019-10-17	\$64.07
327273M06		2019-10-17 to 2019-10-17	\$64.07
327406G78		2019-10-30 to 2019-10-30	\$92.98
327406G78		2019-10-30 to 2019-10-30	\$762.53
327447D57		2019-11-26 to 2019-11-26	\$92.98
327447D57		2020-01-08 to 2020-01-08	\$92.98
327447D57		2020-01-14 to 2020-01-14	\$148.69
327447D57		2020-02-27 to 2020-02-27	\$297.39
327562T42		2019-12-23 to 2019-12-23	\$92.98
327562T42		2020-02-25 to 2020-02-25	\$297.39
327593X55		2019-11-27 to 2019-11-27	\$92.98
327699B98		2019-10-17 to 2019-10-17	\$64.07
327699B98		2019-12-06 to 2019-12-06	\$297.39
327783X94		2019-10-31 to 2019-10-31	\$92.98
327843V26		2019-11-21 to 2019-11-21	\$92.98
327887T31		2019-10-24 to 2019-10-24	\$64.07
327901S74		2019-10-25 to 2019-10-25	\$297.39
327901S74		2019-12-02 to 2019-12-02	\$297.39
327932H83		2019-10-15 to 2019-10-15	\$268.48
328000Z27		2020-01-15 to 2020-01-15	\$92.98
328042R69		2019-11-18 to 2019-11-18	\$92.98
328042R69		2019-12-16 to 2019-12-16	\$92.98
328107J36		2019-10-22 to 2019-10-22	\$297.39
328107J36		2019-12-10 to 2019-12-10	\$150.00
328107J36		2019-12-17 to 2019-12-17	\$92.98
328107J36		2020-01-23 to 2020-01-23	\$92.98
328164B11		2019-12-10 to 2019-12-10	\$353.10
328204N29		2019-11-26 to 2019-11-26	\$92.98
328204N29		2020-01-14 to 2020-01-14	\$92.98
328204N29		2020-02-27 to 2020-02-27	\$92.98
328206K50		2019-10-10 to 2019-10-10	\$268.48
328206K50		2019-10-17 to 2019-10-17	\$148.69
328206K50		2019-11-22 to 2019-11-22	\$92.98
328206K50		2020-02-11 to 2020-02-11	\$268.48
328206K50		2020-02-20 to 2020-02-20	\$336.62
328235W54		2019-10-29 to 2019-10-29	\$92.98
328235W54		2019-11-15 to 2019-11-15	\$2,821.71

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328235W54		2019-12-10 to 2019-12-10	\$92.98
328277L09		2019-12-12 to 2019-12-12	\$297.39
328277L09		2020-01-16 to 2020-01-16	\$297.39
328361M71		2019-11-27 to 2019-11-27	\$297.39
328382M85		2019-11-04 to 2019-11-04	\$297.39
328382M85		2019-12-16 to 2019-12-16	\$65,306.52
328382M85		2020-01-08 to 2020-01-08	\$150.00
328382M85		2020-01-13 to 2020-01-13	\$297.39
328382M85		2020-02-10 to 2020-02-10	\$297.39
328388D80		2019-10-21 to 2019-10-21	\$64.07
328388D80		2019-12-16 to 2019-12-16	\$92.98
328388D80		2020-01-14 to 2020-01-14	\$148.69
328388D80		2020-01-20 to 2020-01-20	\$92.98
328388D80		2020-03-05 to 2020-03-05	\$92.98
328392H46		2019-11-14 to 2019-11-14	\$3,387.09
328411Q27		2019-10-17 to 2019-10-17	\$92.98
328411Q27		2019-11-21 to 2019-11-21	\$92.98
328411Q27		2019-12-04 to 2019-12-04	\$92.98
328439C69		2019-10-31 to 2019-10-31	\$268.48
328439C69		2019-11-12 to 2019-11-12	\$92.98
328439C69		2019-12-01 to 2019-12-01	\$409.92
328449H67		2019-11-11 to 2019-11-11	\$7,698.03
328449H67		2019-11-19 to 2019-11-19	\$150.00
328449H67		2019-11-20 to 2019-11-20	\$92.98
328523M73		2019-10-21 to 2019-10-21	\$297.39
328523M73		2019-12-19 to 2019-12-19	\$297.39
328559Z85		2019-10-28 to 2019-10-28	\$297.39
328559Z85		2019-12-27 to 2019-12-27	\$297.39
328559Z85		2020-01-14 to 2020-01-14	\$92.98
328559Z85		2020-03-08 to 2020-03-08	\$472.90
328559Z85		2020-03-16 to 2020-03-16	\$254.63
328572K26		2019-10-22 to 2019-10-22	\$92.98
328572K26		2019-12-16 to 2019-12-16	\$92.98
328601C77		2019-11-25 to 2019-11-25	\$92.98
328605C59		2019-10-22 to 2019-10-22	\$297.39
328660V87		2019-10-10 to 2019-10-10	\$297.39
328660V87		2019-12-16 to 2019-12-16	\$297.39
328660V87		2020-02-13 to 2020-02-13	\$268.48
328664F03		2019-10-22 to 2019-10-22	\$268.48
328723G71		2019-10-17 to 2019-10-17	\$64.07
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328753J33		2019-10-31 to 2019-10-31	\$297.39
328772W50		2019-11-14 to 2019-11-14	\$92.98

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328772W50		2020-01-30 to 2020-01-30	\$92.98
328772W50		2020-03-05 to 2020-03-05	\$268.48
328786G03		2019-11-14 to 2019-11-14	\$297.39
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328786G03		2020-02-04 to 2020-02-04	\$297.39
328809G40		2019-10-22 to 2019-10-22	\$64.07
328809G40		2019-10-22 to 2019-10-22	\$148.69
328809G40		2019-10-24 to 2019-10-24	\$268.48
328860K45		2019-10-22 to 2019-10-22	\$297.39
328860K45		2019-10-31 to 2019-10-31	\$282.26
328860K45		2019-11-27 to 2019-11-27	\$297.39
328860K45		2019-12-05 to 2019-12-05	\$204.26
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328875B49		2019-10-17 to 2019-10-17	\$297.39
328875L90		2019-11-01 to 2019-11-01	\$609.17
328951Z29		2019-10-24 to 2019-10-24	\$297.39
328953T59		2019-10-28 to 2019-10-28	\$92.98
328953T59		2019-10-28 to 2019-10-28	\$92.98
328953T59		2019-10-28 to 2019-10-28	\$92.98
328966K52		2019-12-04 to 2019-12-04	\$92.98
328966K52		2020-01-08 to 2020-01-08	\$92.98
328986X27		2020-02-03 to 2020-02-03	\$148.69
328999R15		2019-10-01 to 2019-10-01	\$297.39
329073D49		2019-11-13 to 2019-11-13	\$297.39
329092F27		2019-11-21 to 2019-11-21	\$92.98
329092F27		2020-01-23 to 2020-01-23	\$92.98
329113R46		2019-10-08 to 2019-10-08	\$92.98
329113R46		2019-11-05 to 2019-11-05	\$92.98
329113R46		2019-11-12 to 2019-11-12	\$92.98
329113R46		2019-12-17 to 2019-12-17	\$92.98
329113R46		2020-01-23 to 2020-01-23	\$297.39
329113R46		2019-10-22 to 2019-10-22	\$148.69
329113R46		2019-10-22 to 2019-10-22	\$92.98
329113R46		2019-12-12 to 2019-12-12	\$92.98
329113R46		2020-01-23 to 2020-01-23	\$92.98
329124J16		2019-10-29 to 2019-10-29	\$92.98
329124J16		2020-02-13 to 2020-02-13	\$64.07
329127H65		2019-10-24 to 2019-10-24	\$609.17
329127H65		2019-11-14 to 2019-11-14	\$92.98
329127H65		2019-12-13 to 2019-12-13	\$691.65
329127H65		2020-01-10 to 2020-01-10	\$751.19
329127H65		2020-01-24 to 2020-01-24	\$751.19

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329127H65		2020-03-04 to 2020-03-04	\$64.07
329127H65		2020-03-13 to 2020-03-13	\$444.32
329155R21		2019-10-08 to 2019-10-08	\$148.69
329155R21		2019-10-09 to 2019-10-09	\$92.98
329155R21		2020-01-22 to 2020-01-22	\$64.07
329156G27		2019-11-05 to 2019-11-05	\$297.39
329156G27		2019-12-17 to 2019-12-17	\$297.39
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329163X77		2019-10-21 to 2019-10-21	\$92.98
329163X77		2019-10-28 to 2019-10-28	\$92.98
329163X77		2019-11-11 to 2019-11-11	\$5,977.94
329163X77		2019-12-04 to 2019-12-04	\$150.00
329163X77		2020-01-20 to 2020-01-20	\$92.98
329163X77		2020-01-20 to 2020-01-20	\$92.98
329163X77		2019-10-28 to 2019-10-28	\$92.98
329163X77		2019-12-18 to 2019-12-18	\$92.98
329163X77		2020-01-20 to 2020-01-20	\$92.98
329167Z76		2019-11-25 to 2019-11-25	\$92.98
329175F71		2019-10-15 to 2019-10-15	\$64.07
329175F71		2019-10-10 to 2019-10-10	\$92.98
329175F71		2019-10-15 to 2019-10-15	\$92.98
329175F71		2019-12-02 to 2019-12-02	\$92.98
329200K42		2019-11-14 to 2019-11-14	\$148.69
329200K42		2019-12-12 to 2019-12-12	\$92.98
329250Z42		2019-10-10 to 2019-10-10	\$297.39
329301B00		2019-10-14 to 2019-10-14	\$297.39
329301B00		2019-11-13 to 2019-11-13	\$92.98
329333N43		2019-11-05 to 2019-11-05	\$3,387.09
329348F68		2019-10-15 to 2019-10-15	\$92.98
329348F68		2019-10-17 to 2019-10-17	\$297.39
329350J75		2019-11-13 to 2019-11-13	\$268.48
329350J75		2019-12-16 to 2019-12-16	\$297.39
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329350J75		2020-03-18 to 2020-03-18	\$297.39
329363J52		2020-01-13 to 2020-01-13	\$353.10
329391V91		2019-10-15 to 2019-10-15	\$297.39
329391V91		2019-11-01 to 2019-11-01	\$762.53
329391V91		2019-11-01 to 2019-11-01	\$64.07
329391V91		2019-11-08 to 2019-11-08	\$815.21
329391V91		2019-11-08 to 2019-11-08	\$64.07
329391V91		2019-12-12 to 2019-12-12	\$92.98
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329391V91		2020-01-02 to 2020-01-02	\$17,238.31
329391V91		2020-01-13 to 2020-01-13	\$148.69

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329391V91		2020-01-16 to 2020-01-16	\$796.99
329391V91		2020-01-21 to 2020-01-21	\$297.39
329411H67		2019-09-27 to 2019-09-27	\$3,320.12
329411H67		2019-09-27 to 2019-09-27	\$3,320.12
329411H67		2019-10-21 to 2019-10-21	\$297.39
329411H67		2019-12-02 to 2019-12-02	\$297.39
329411H67		2020-01-08 to 2020-01-08	\$92.98
329411H67		2019-10-07 to 2019-10-07	\$594.78
329411H67		2019-12-04 to 2019-12-04	\$92.98
329411H67		2020-01-02 to 2020-01-02	\$297.39
329451G38		2019-10-14 to 2019-10-14	\$297.39
329451G38		2019-11-25 to 2019-11-25	\$92.98
329451G38		2019-12-30 to 2019-12-30	\$92.98
329486W70		2019-10-16 to 2019-10-16	\$92.98
329486W70		2019-12-18 to 2019-12-18	\$92.98
329486W70		2020-02-12 to 2020-02-12	\$64.07
329487G35		2019-10-09 to 2019-10-09	\$297.39
329487G35		2019-11-20 to 2019-11-20	\$297.39
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329527Q57		2019-12-05 to 2019-12-05	\$92.98
329527Q57		2020-01-06 to 2020-01-06	\$65,306.52
329527Q57		2020-01-17 to 2020-01-17	\$150.00
329527Q57		2020-02-06 to 2020-02-06	\$64.07
329536P12		2019-11-21 to 2019-11-21	\$3,387.09
329597S11		2019-12-09 to 2019-12-09	\$54.74
329597S11		2020-01-18 to 2020-01-18	\$2,470.01
329597S11		2020-01-18 to 2020-01-18	\$371.42
329656Q85		2019-10-10 to 2019-10-10	\$268.48
329674L49		2019-10-14 to 2019-10-14	\$92.98
329677W09		2019-10-10 to 2019-10-10	\$268.48
329677W09		2019-11-19 to 2019-11-19	\$297.39
329677W09		2020-01-09 to 2020-01-09	\$297.39
329778F08		2020-01-16 to 2020-01-16	\$148.69
329778F08		2020-01-28 to 2020-01-28	\$297.39
329778F08		2019-10-15 to 2019-10-15	\$92.98
329778F08		2019-11-26 to 2019-11-26	\$92.98
329778F08		2020-01-27 to 2020-01-27	\$64.07
329778F08		2019-12-05 to 2019-12-05	\$148.69
329778F08		2019-12-13 to 2019-12-13	\$879.28
329778F08		2020-01-21 to 2020-01-21	\$64.07
329778F08		2020-01-23 to 2020-01-23	\$762.53
329778F08		2020-01-23 to 2020-01-23	\$64.07

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329778F08		2020-01-28 to 2020-01-28	\$148.69
329789N41		2019-10-10 to 2019-10-10	\$92.98
329789N41		2020-01-16 to 2020-01-16	\$297.39
329794L93		2019-10-12 to 2019-10-12	\$826.60
329794L93		2019-10-21 to 2019-10-21	\$297.39
329794L93		2019-11-04 to 2019-11-04	\$10,050.27
329794L93		2020-01-06 to 2020-01-06	\$297.39
329794L93		2020-02-08 to 2020-02-08	\$606.95
329794L93		2020-02-19 to 2020-02-19	\$297.39
329794L93		2020-02-22 to 2020-02-22	\$606.95
329806X09		2020-02-11 to 2020-02-11	\$405.09
329806X09		2020-03-12 to 2020-03-12	\$148.69
329810N63		2020-01-08 to 2020-01-08	\$353.10
329810N63		2020-02-03 to 2020-02-03	\$297.39
329810N63		2020-02-27 to 2020-02-27	\$148.69
329810N63		2020-02-27 to 2020-02-27	\$148.69
329861R64		2019-10-31 to 2019-10-31	\$297.39
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329861R64		2019-12-05 to 2019-12-05	\$297.39
329861R64		2020-01-16 to 2020-01-16	\$297.39
329861R64		2020-03-09 to 2020-03-09	\$297.39
329861R64		2020-04-29 to 2020-04-29	\$92.98
329903B71		2020-03-03 to 2020-03-03	\$297.39
329912K14		2019-10-17 to 2019-10-17	\$92.98
329912K14		2020-01-22 to 2020-01-22	\$92.98
329912K14		2020-03-12 to 2020-03-12	\$64.07
329913P35		2019-10-21 to 2019-10-21	\$148.69
329913P35		2019-12-02 to 2019-12-02	\$92.98
329913P35		2020-01-09 to 2020-01-09	\$92.98
329913P35		2020-02-13 to 2020-02-13	\$92.98
329913P35		2019-11-04 to 2019-11-04	\$297.39
329913P35		2019-12-13 to 2019-12-13	\$297.39
329913P35		2020-01-15 to 2020-01-15	\$297.39
329913P35		2020-02-11 to 2020-02-11	\$148.69
329913P35		2020-02-28 to 2020-02-28	\$297.39
329913P35		2020-04-22 to 2020-04-22	\$92.98
329974R98		2019-12-02 to 2019-12-02	\$148.69
329974R98		2019-12-29 to 2019-12-29	\$691.65
329974R98		2019-12-02 to 2019-12-02	\$148.69
329974R98		2019-12-29 to 2019-12-29	\$879.28
329978J71		2019-10-14 to 2019-10-14	\$297.39
329978J71		2019-10-15 to 2019-10-15	\$148.69
329978J71		2019-10-24 to 2019-10-24	\$826.60

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329978J71		2019-10-29 to 2019-10-29	\$92.98
329978J71		2019-10-30 to 2019-10-30	\$148.69
329978J71		2019-11-18 to 2019-11-18	\$297.39
329978J71		2019-12-30 to 2019-12-30	\$92.98
329978J71		2020-03-09 to 2020-03-09	\$268.48
329992T71		2019-11-03 to 2019-11-03	\$64.07
329992T71		2019-11-12 to 2019-11-12	\$297.39
329992T71		2020-01-07 to 2020-01-07	\$297.39
329992T71		2020-02-19 to 2020-02-19	\$268.48
32B0041Z4		2019-11-04 to 2019-11-04	\$297.39
32B0041Z4		2019-11-05 to 2019-11-05	\$148.69
32B0041Z4		2019-11-13 to 2019-11-13	\$885.96
32B0041Z4		2019-12-18 to 2019-12-18	\$297.39
32B0041Z4		2020-02-14 to 2020-02-14	\$297.39
32B0041Z4		2020-04-29 to 2020-04-29	\$92.98
32B0112L9		2019-11-06 to 2019-11-06	\$92.98
32B0455L0		2019-10-21 to 2019-10-21	\$297.39
32B0455L0		2020-01-06 to 2020-01-06	\$297.39
32B0628V7		2019-10-15 to 2019-10-15	\$148.69
32B0628V7		2019-11-20 to 2019-11-20	\$92.98
32B0628V7		2019-12-23 to 2019-12-23	\$297.39
32B0628V7		2020-01-20 to 2020-01-20	\$297.39
32B0628V7		2020-02-17 to 2020-02-17	\$297.39
32B0628V7		2020-03-18 to 2020-03-18	\$297.39
32B0778N1		2019-10-16 to 2019-10-16	\$297.39
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32B0778N1		2019-11-27 to 2019-11-27	\$92.98
32B0778N1		2020-02-06 to 2020-02-06	\$297.39
32B0855L6		2019-11-20 to 2019-11-20	\$148.69
32B0855L6		2019-12-04 to 2019-12-04	\$64.07
32B0855L6		2019-12-29 to 2019-12-29	\$879.28
32B0855L6		2020-01-07 to 2020-01-07	\$148.69
32B0855L6		2020-01-15 to 2020-01-15	\$297.39
32B0964C5		2019-11-11 to 2019-11-11	\$3,387.09
32B1000Q9		2019-10-02 to 2019-10-02	\$297.39
32B1000Q9		2019-10-29 to 2019-10-29	\$92.98
32B1000Q9		2019-11-04 to 2019-11-04	\$297.39
32B1000Q9		2019-11-09 to 2019-11-09	\$609.17



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32B1000Q9		2019-12-04 to 2019-12-04	\$54.74
32B1000Q9		2020-01-02 to 2020-01-02	\$297.39
32B1002C9		2019-09-23 to 2019-09-23	\$236.94
32B1002C9		2019-11-11 to 2019-11-11	\$92.98
32B1009V2		2019-10-21 to 2019-10-21	\$297.39
32B1009V2		2019-12-03 to 2019-12-03	\$54.74
32B1009V2		2019-12-09 to 2019-12-09	\$92.98
32B1182M4		2020-01-02 to 2020-01-02	\$297.39
32B1182M4		2020-02-03 to 2020-02-03	\$297.39
32B1182M4		2020-02-03 to 2020-02-03	\$181.23
32B1182M4		2019-10-23 to 2019-10-23	\$297.39
32B1227X7		2020-01-02 to 2020-01-02	\$353.10
32B1385R4		2020-01-09 to 2020-01-09	\$92.98
32B1488V0		2019-10-24 to 2019-10-24	\$148.69
32B1488V0		2019-11-09 to 2019-11-09	\$627.58
32B1488V0		2019-11-09 to 2019-11-09	\$64.07
32B1488V0		2019-12-07 to 2019-12-07	\$609.17
32B1488V0		2019-12-09 to 2019-12-09	\$64.07
32B1488V0		2020-01-07 to 2020-01-07	\$148.69
32B1488V0		2020-01-29 to 2020-01-29	\$64.07
32B1488V0		2020-02-06 to 2020-02-06	\$534.76
32B1488V0		2020-02-11 to 2020-02-11	\$92.98
32B1488V0		2020-02-17 to 2020-02-17	\$92.98
32B1488V0		2020-03-05 to 2020-03-05	\$796.99
32B1488V0		2020-03-17 to 2020-03-17	\$92.98
32B1669D7		2019-10-08 to 2019-10-08	\$92.98
32B1669D7		2019-10-21 to 2019-10-21	\$148.69
32B1669D7		2019-11-05 to 2019-11-05	\$148.69
32B1669D7		2019-11-07 to 2019-11-07	\$92.98
32B1669D7		2019-12-02 to 2019-12-02	\$92.98
32B1669D7		2019-12-10 to 2019-12-10	\$92.98
32B1669D7		2019-12-16 to 2019-12-16	\$48,806.52
32B1669D7		2020-01-07 to 2020-01-07	\$150.00
32B1669D7		2020-01-09 to 2020-01-09	\$92.98
32B1669D7		2020-02-20 to 2020-02-20	\$297.39
32B1669D7		2020-03-17 to 2020-03-17	\$92.98
32B1892T7		2019-11-21 to 2019-11-21	\$3,387.09
32B1920V7		2019-10-16 to 2019-10-16	\$148.69
32B2093X3		2019-12-04 to 2019-12-04	\$64.07
32B2093X3		2020-01-09 to 2020-01-09	\$92.98
32B2093X3		2019-10-22 to 2019-10-22	\$92.98
32B2093X3		2019-12-17 to 2019-12-17	\$297.39
32B2267B7		2019-10-08 to 2019-10-08	\$148.69
32B2267B7		2019-10-21 to 2019-10-21	\$148.69
32B2267B7		2019-10-30 to 2019-10-30	\$92.98
32B2267B7		2019-11-17 to 2019-11-17	\$870.18
32B2267B7		2019-11-17 to 2019-11-17	\$64.07
32B2267B7		2019-12-01 to 2019-12-01	\$879.28

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32B2267B7		2019-12-10 to 2019-12-10	\$64.07
32B2267B7		2019-12-18 to 2019-12-18	\$92.98
32B2267B7		2020-01-24 to 2020-01-24	\$728.27
32B2267B7		2020-02-07 to 2020-02-07	\$421.37
32B2267B7		2020-02-12 to 2020-02-12	\$92.98
32B2267B7		2020-02-28 to 2020-02-28	\$606.95
32B2267B7		2020-03-09 to 2020-03-09	\$148.69
32B2267B7		2020-03-11 to 2020-03-11	\$64.07
32B2267B7		2020-03-11 to 2020-03-11	\$92.98
32B2267B7		2020-03-27 to 2020-03-27	\$8,117.18
32B2389F9		2019-09-30 to 2019-09-30	\$4,065.42
32B2389F9		2019-10-10 to 2019-10-10	\$148.69
32B2389F9		2019-11-11 to 2019-11-11	\$7,698.03
32B2389F9		2019-11-21 to 2019-11-21	\$150.00
32B2389F9		2019-12-19 to 2019-12-19	\$92.98
32B2389F9		2020-02-04 to 2020-02-04	\$64.07
32B2389F9		2019-09-30 to 2019-09-30	\$1,959.82
32B2389F9		2019-12-19 to 2019-12-19	\$92.98
32B2389F9		2020-02-04 to 2020-02-04	\$64.07
32B2598C1		2019-10-23 to 2019-10-23	\$148.69
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32B2598C1		2019-11-07 to 2019-11-07	\$92.98
32B2598C1		2019-12-05 to 2019-12-05	\$92.98
32B2598C1		2020-01-07 to 2020-01-07	\$297.39
32B2598C1		2020-02-05 to 2020-02-05	\$297.39
32B2735W9		2019-10-31 to 2019-10-31	\$297.39
32B2735W9		2020-01-22 to 2020-01-22	\$148.69
32B2735W9		2020-02-18 to 2020-02-18	\$92.98
32B2735W9		2019-10-31 to 2019-10-31	\$92.98
32B2735W9		2020-02-18 to 2020-02-18	\$92.98
32B2792D6		2019-11-11 to 2019-11-11	\$3,386.62
32B3124V2		2019-10-10 to 2019-10-10	\$297.39
32B3124V2		2019-10-22 to 2019-10-22	\$148.69
32B3152M9		2019-10-08 to 2019-10-08	\$148.69
32B3152M9		2019-11-07 to 2019-11-07	\$92.98
32B3152M9		2019-11-09 to 2019-11-09	\$762.53
32B3152M9		2019-11-09 to 2019-11-09	\$92.98
32B3152M9		2019-12-10 to 2019-12-10	\$148.69
32B3152M9		2020-01-02 to 2020-01-02	\$92.98
32B3165W8		2019-11-07 to 2019-11-07	\$92.98
32B3165W8		2019-11-13 to 2019-11-13	\$148.69
32B3165W8		2019-11-25 to 2019-11-25	\$3,387.09
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32B3165W8		2019-11-25 to 2019-11-25	\$3,387.09
32B3165W8		2020-01-23 to 2020-01-23	\$92.98
32B3412X7		2019-10-15 to 2019-10-15	\$297.39

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32B3412X7		2019-12-03 to 2019-12-03	\$297.39
32B3412X7		2020-01-23 to 2020-01-23	\$92.98
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32B3434M4		2019-11-08 to 2019-11-08	\$148.69
32B3434M4		2019-11-20 to 2019-11-20	\$92.98
32B3434M4		2020-01-16 to 2020-01-16	\$92.98
32B3434M4		2020-01-21 to 2020-01-21	\$148.69
32B3452L4		2019-10-16 to 2019-10-16	\$297.39
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32B3452L4		2019-12-17 to 2019-12-17	\$148.69
32B3452L4		2019-12-30 to 2019-12-30	\$297.39
32B3452L4		2020-02-07 to 2020-02-07	\$92.98
32B3452L4		2020-03-18 to 2020-03-18	\$297.39
32B3458B0		2019-10-15 to 2019-10-15	\$297.39
32B3458B0		2019-10-21 to 2019-10-21	\$148.69
32B3458B0		2019-10-23 to 2019-10-23	\$148.69
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32B3458B0		2019-11-19 to 2019-11-19	\$297.39
32B3458B0		2019-11-21 to 2019-11-21	\$367.75
32B3458B0		2020-02-25 to 2020-02-25	\$297.39
32B3532H7		2019-10-29 to 2019-10-29	\$150.00
32B3532H7		2019-11-04 to 2019-11-04	\$92.98
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32B3532H7		2019-12-09 to 2019-12-09	\$297.39
32B3532H7		2019-10-16 to 2019-10-16	\$92.98
32B3860T5		2019-11-12 to 2019-11-12	\$1,750.62
32B3951P1		2019-10-28 to 2019-10-28	\$92.98
32B3951P1		2019-11-14 to 2019-11-14	\$148.69
32B3951P1		2019-11-26 to 2019-11-26	\$148.69
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32B3951P1		2020-01-14 to 2020-01-14	\$92.98
32B3951P1		2020-01-14 to 2020-01-14	\$54.74
32B3951P1		2020-01-23 to 2020-01-23	\$297.39
32B3951P1		2020-02-27 to 2020-02-27	\$297.39
32B4372W2		2019-10-04 to 2019-10-04	\$148.69
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32B4372W2		2020-01-02 to 2020-01-02	\$92.98
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32B4383T6		2019-12-04 to 2019-12-04	\$148.69
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32B4383T6		2020-03-11 to 2020-03-11	\$64.07
32B4449V6		2019-11-25 to 2019-11-29	\$3,387.09

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32B4527B2		2019-09-18 to 2019-09-18	\$148.69
32B4527B2		2019-12-03 to 2019-12-03	\$148.69
32B4527B2		2019-12-15 to 2019-12-15	\$609.17
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32B4534B8		2019-10-23 to 2019-10-23	\$148.69
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32B4534B8		2020-01-26 to 2020-01-26	\$612.04
32B4534B8		2020-02-09 to 2020-02-09	\$606.95
32B4534B8		2020-02-23 to 2020-02-23	\$472.90
32B4534B8		2020-02-27 to 2020-02-27	\$92.98
32B4534B8		2020-04-05 to 2020-04-05	\$444.32
32B4949F0		2019-12-23 to 2019-12-23	\$353.10
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32B5534H4		2020-01-11 to 2020-01-11	\$64.07
32B5534H4		2020-01-11 to 2020-01-11	\$545.10
32B5534H4		2020-01-28 to 2020-01-28	\$148.69
32B5534H4		2020-03-10 to 2020-03-10	\$92.98
32B5595L4		2019-11-20 to 2019-11-20	\$268.48
32B5595L4		2020-01-09 to 2020-01-09	\$297.39
32B5595L4		2020-02-11 to 2020-02-11	\$148.69
32B5595L4		2020-02-13 to 2020-02-13	\$92.98
32B5701H1		2019-11-12 to 2019-11-12	\$92.98
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32B5701H1		2020-02-24 to 2020-02-24	\$92.98
32B5701H1		2020-03-05 to 2020-03-05	\$377.86

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32B5701H1		2020-03-12 to 2020-03-12	\$92.98
32B6033K7		2019-10-25 to 2019-10-25	\$148.69
32B6033K7		2020-01-28 to 2020-01-28	\$92.98
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32B6033K7		2020-01-28 to 2020-01-28	\$92.98
32B6243B9		2019-12-10 to 2019-12-10	\$148.69
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32B6243B9		2020-01-09 to 2020-01-09	\$127.41
32B6243B9		2020-01-09 to 2020-01-09	\$305.00
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32B6243B9		2020-01-30 to 2020-01-30	\$2,414.30
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32B6243B9		2020-02-15 to 2020-02-15	\$371.42
32B6395B2		2019-10-22 to 2019-10-22	\$148.69
32B6418Z4		2019-11-27 to 2019-11-27	\$148.69
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32B6418Z4		2019-11-21 to 2019-11-21	\$545.10
32B6418Z4		2019-11-21 to 2019-11-21	\$64.07
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32B6565M0		2019-11-21 to 2019-11-21	\$3,387.09
32B6565M0		2019-12-19 to 2019-12-19	\$297.39
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32B6808J6		2020-01-22 to 2020-01-22	\$297.39
32B6808J6		2020-02-18 to 2020-02-18	\$54.73
32B6808J6		2020-02-24 to 2020-02-24	\$297.39
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32B6808J6		2019-10-09 to 2019-10-09	\$353.10
32B6808J6		2019-11-25 to 2019-11-25	\$268.48
32B6808J6		2020-01-08 to 2020-01-08	\$92.98
32B6808J6		2020-01-15 to 2020-01-15	\$54.74
32B6808J6		2020-02-26 to 2020-02-26	\$148.69
32B6824G7		2019-10-21 to 2019-10-21	\$148.69
32B6824G7		2019-11-22 to 2019-11-22	\$297.39
32B6824G7		2019-12-17 to 2019-12-17	\$148.69

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32B6824G7		2020-01-09 to 2020-01-09	\$148.69
32B6824G7		2020-01-09 to 2020-01-09	\$148.69
32B6824G7		2020-01-13 to 2020-01-13	\$297.39
32B6824G7		2020-02-24 to 2020-02-24	\$297.39
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32B6824G7		2020-01-16 to 2020-01-16	\$148.69
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32B6826J0		2019-11-05 to 2019-11-05	\$3,387.09
32B6946R0		2019-10-29 to 2019-10-29	\$148.69
32B6946R0		2019-10-31 to 2019-10-31	\$148.69
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32B6946R0		2019-11-11 to 2019-11-11	\$297.39
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32B6946R0		2019-12-03 to 2019-12-03	\$92.98
32B6946R0		2019-12-04 to 2019-12-04	\$54.74
32B6946R0		2019-12-11 to 2019-12-11	\$297.39
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32B7347D2		2019-11-26 to 2019-11-26	\$3,387.09
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32B7689Q3		2019-10-31 to 2019-10-31	\$148.69
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32B7862J4		2019-10-21 to 2019-10-21	\$148.69
32B7862J4		2019-11-12 to 2019-11-12	\$3,387.09
32B7862J4		2020-01-27 to 2020-01-27	\$92.98
32B7862J4		2020-03-26 to 2020-03-26	\$64.07
32B7866Z4		2019-11-12 to 2019-11-12	\$3,387.09
32B7866Z4		2019-12-09 to 2019-12-09	\$92.98
32B7866Z4		2019-12-19 to 2019-12-19	\$54.74
32B7866Z4		2019-12-23 to 2019-12-23	\$148.69
32B7866Z4		2020-02-05 to 2020-02-05	\$92.98
32B7927Q4		2019-11-19 to 2019-11-19	\$92.98
32B7927Q4		2019-12-26 to 2019-12-26	\$64.07
32B7927Q4		2019-11-19 to 2019-11-19	\$92.98
32B7927Q4		2019-11-21 to 2019-11-21	\$148.69
32B7927Q4		2019-12-10 to 2019-12-10	\$148.69
32B7927Q4		2019-12-26 to 2019-12-26	\$92.98
32B7927Q4		2020-01-16 to 2020-01-16	\$92.98
32B7927Q4		2020-02-04 to 2020-02-04	\$92.98
32B7933V0		2019-10-29 to 2019-10-29	\$148.69

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32B7933V0		2019-12-10 to 2019-12-10	\$148.69
32B7933V0		2019-12-10 to 2019-12-10	\$297.39
32B7933V0		2020-01-14 to 2020-01-14	\$297.39
32B7933V0		2020-02-20 to 2020-02-20	\$297.39
32B7933V0		2020-03-26 to 2020-03-26	\$92.98
32B7941P2		2019-10-16 to 2019-10-16	\$148.69
32B7941P2		2019-11-12 to 2019-11-12	\$148.69
32B7941P2		2019-11-20 to 2019-11-20	\$297.39
32B7941P2		2019-11-26 to 2019-11-26	\$92.98
32B7941P2		2019-12-03 to 2019-12-03	\$148.69
32B7941P2		2019-12-18 to 2019-12-18	\$297.39
32B7941P2		2020-01-22 to 2020-01-22	\$92.98
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32B7941P2		2020-02-24 to 2020-02-24	\$297.39
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32B8513B0		2020-02-19 to 2020-02-19	\$92.98
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32B8654W7		2020-02-19 to 2020-02-19	\$297.39
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32B8829D2		2020-02-18 to 2020-02-18	\$297.39
32B8849W3		2019-10-24 to 2019-10-24	\$148.69
32B8849W3		2019-11-25 to 2019-11-25	\$148.69
32B8849W3		2019-12-03 to 2019-12-03	\$297.39
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32B8991N3		2019-10-29 to 2019-10-29	\$148.69
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32B8991N3		2020-01-02 to 2020-01-02	\$92.98
32B8991N3		2020-02-06 to 2020-02-06	\$92.98
32B8991N3		2020-02-11 to 2020-02-11	\$148.69
32B8991N3		2020-02-24 to 2020-02-24	\$92.98

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32B8991N3		2020-03-10 to 2020-03-10	\$92.98
32B9029B7		2019-11-20 to 2019-11-20	\$3,387.09
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32B9092R0		2019-10-28 to 2019-10-28	\$148.69
32B9092R0		2019-11-26 to 2019-11-26	\$3,387.09
32B9092R0		2019-12-10 to 2019-12-10	\$148.69
32B9092R0		2019-12-10 to 2019-12-10	\$92.98
32B9092R0		2020-01-07 to 2020-01-07	\$148.69
32B9092R0		2020-01-09 to 2020-01-09	\$54.74
32B9092R0		2020-02-10 to 2020-02-10	\$92.98
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32B9144C3		2020-01-13 to 2020-01-13	\$54.74
32B9588K3		2019-11-04 to 2019-11-04	\$3,387.09
32B9588K3		2019-11-04 to 2019-11-04	\$3,387.09
32B9589Z1		2019-10-29 to 2019-10-29	\$353.10
32B9589Z1		2019-11-18 to 2019-11-18	\$3,387.09
32B9777G2		2019-10-31 to 2019-10-31	\$353.10
32B9777G2		2019-10-29 to 2019-10-29	\$148.69
32C0034S7		2019-11-04 to 2019-11-04	\$148.69
32C0034S7		2019-11-04 to 2019-11-04	\$236.94
32C0034S7		2019-11-26 to 2019-11-26	\$3,387.09
32C0034S7		2019-12-02 to 2019-12-02	\$148.69
32C0034S7		2019-12-16 to 2019-12-16	\$92.98
32C0034S7		2020-01-09 to 2020-01-09	\$54.74
32C0034S7		2020-02-24 to 2020-02-24	\$92.98
32C0034S7		2019-11-04 to 2019-11-04	\$236.94
32C0034S7		2019-11-04 to 2019-11-04	\$148.69
32C0034S7		2019-11-20 to 2019-11-20	\$148.69
32C0034S7		2019-11-26 to 2019-11-26	\$3,387.09
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32C0034S7		2020-01-09 to 2020-01-09	\$54.74
32C0034S7		2020-02-10 to 2020-02-10	\$92.98
32C0034S7		2020-04-29 to 2020-04-29	\$92.98
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32C0099G9		2019-12-20 to 2019-12-20	\$148.69
32C0099G9		2019-12-24 to 2019-12-24	\$297.39
32C0099G9		2020-01-16 to 2020-01-16	\$54.74
32C0099G9		2020-02-04 to 2020-02-04	\$204.41
32C0099G9		2020-02-04 to 2020-02-04	\$92.98
32C0099G9		2020-03-10 to 2020-03-10	\$297.39
32C0099G9		2020-03-24 to 2020-03-24	\$148.69
32C0099G9		2020-04-16 to 2020-04-16	\$297.39



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32C0154L3		2019-11-14 to 2019-11-14	\$193.64
32C0154L3		2019-12-17 to 2019-12-17	\$92.98
32C0154L3		2020-01-23 to 2020-01-23	\$92.98
32C0154L3		2020-03-06 to 2020-03-06	\$148.69
32C0257W1		2019-10-21 to 2019-10-21	\$353.10
32C0257W1		2019-11-18 to 2019-11-18	\$297.39
32C0257W1		2019-12-19 to 2019-12-19	\$297.39
32C0257W1		2020-01-02 to 2020-01-02	\$148.69
32C0257W1		2020-01-20 to 2020-01-20	\$297.39
32C0257W1		2020-01-22 to 2020-01-22	\$148.69
32C0257W1		2020-01-29 to 2020-01-29	\$54.74
32C0257W1		2020-02-24 to 2020-02-24	\$297.39
32C0267N9		2019-10-29 to 2019-10-29	\$353.10
32C0267N9		2019-11-27 to 2019-11-27	\$148.69
32C0267N9		2019-12-03 to 2019-12-03	\$92.98
32C0267N9		2019-12-17 to 2019-12-17	\$148.69
32C0267N9		2020-01-16 to 2020-01-16	\$92.98
32C0267N9		2020-02-18 to 2020-02-18	\$92.98
32C0298Q6		2019-11-11 to 2019-11-11	\$148.69
32C0298Q6		2020-01-14 to 2020-01-14	\$148.69
32C0298Q6		2020-02-12 to 2020-02-12	\$54.73
32C0298Q6		2020-02-12 to 2020-02-12	\$92.98
32C0298Q6		2020-02-29 to 2020-02-29	\$5,982.53
32C0298Q6		2020-03-09 to 2020-03-09	\$15.00
32C0298Q6		2020-03-09 to 2020-03-09	\$92.98
32C0428L7		2019-10-29 to 2019-10-29	\$148.69
32C0428L7		2019-12-03 to 2019-12-03	\$92.98
32C0428L7		2020-01-09 to 2020-01-09	\$297.39
32C0428L7		2020-02-11 to 2020-02-11	\$268.48
32C0428L7		2020-03-26 to 2020-03-26	\$64.07
32C0589C7		2019-10-17 to 2019-10-17	\$353.10
32C0589C7		2019-11-14 to 2019-11-14	\$148.69
32C0589C7		2019-11-20 to 2019-11-20	\$268.48
32C0589C7		2019-11-22 to 2019-11-22	\$3,387.09
32C0589C7		2020-01-07 to 2020-01-07	\$297.39
32C0589C7		2020-02-04 to 2020-02-04	\$268.48

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32C0589C7		2020-04-21 to 2020-04-21	\$297.39
32C0679L7		2019-11-27 to 2019-11-27	\$148.69
32C0766C4		2019-11-20 to 2019-11-20	\$353.10
32C0766C4		2019-12-23 to 2019-12-23	\$297.39
32C0766C4		2020-01-27 to 2020-01-27	\$297.39
32C0766C4		2020-01-29 to 2020-01-29	\$54.74
32C0766C4		2020-02-26 to 2020-02-26	\$148.69
32C0766C4		2020-03-02 to 2020-03-02	\$268.48
32C0803Q1		2019-11-11 to 2019-11-11	\$353.10
32C0803Q1		2019-12-17 to 2019-12-17	\$148.69
32C0803Q1		2019-12-19 to 2019-12-19	\$1,783.14
32C0803Q1		2020-01-03 to 2020-01-03	\$627.58
32C0803Q1		2020-01-03 to 2020-01-03	\$64.07
32C0803Q1		2020-01-17 to 2020-01-17	\$609.17
32C0803Q1		2020-01-28 to 2020-01-28	\$54.74
32C0803Q1		2020-02-13 to 2020-02-13	\$268.48
32C0803Q1		2020-02-14 to 2020-02-14	\$534.76
32C0803Q1		2020-02-18 to 2020-02-18	\$148.69
32C0803Q1		2020-02-20 to 2020-02-20	\$371.42
32C0803Q1		2020-02-20 to 2020-02-20	\$2,414.30
32C0803Q1		2020-02-27 to 2020-02-27	\$2,414.30
32C0803Q1		2020-02-27 to 2020-02-27	\$371.42
32C1042H1		2019-11-25 to 2019-11-25	\$148.69
32C1042H1		2019-12-19 to 2019-12-19	\$148.69
32C1042H1		2019-12-27 to 2019-12-27	\$148.69
32C1042H1		2020-01-07 to 2020-01-07	\$297.39
32C1042H1		2020-02-05 to 2020-02-05	\$181.23
32C1042H1		2020-02-12 to 2020-02-12	\$268.48
32C1369R2		2020-01-22 to 2020-01-22	\$297.39
32C1369R2		2020-01-22 to 2020-01-22	\$297.39
32C1369R2		2020-03-26 to 2020-03-26	\$554.27
32C1622R1		2019-11-18 to 2019-11-18	\$353.10
32C1622R1		2020-01-02 to 2020-01-02	\$148.69
32C1622R1		2020-01-02 to 2020-01-02	\$297.39
32C1622R1		2020-01-15 to 2020-01-15	\$54.74
32C1622R1		2020-01-25 to 2020-01-25	\$609.17
32C1639C7		2019-12-20 to 2019-12-20	\$148.69
32C1639C7		2020-01-22 to 2020-01-22	\$150.00
32C1639C7		2020-01-23 to 2020-01-23	\$92.98
32C1639C7		2020-01-27 to 2020-01-27	\$148.69
32C1639C7		2020-02-08 to 2020-02-08	\$554.27
32C1639C7		2020-02-25 to 2020-02-25	\$297.39
32C1639C7		2020-04-02 to 2020-04-02	\$297.39
32C1641M8		2019-12-03 to 2019-12-03	\$148.69
32C1641M8		2020-02-18 to 2020-02-18	\$297.39
32C1641M8		2020-03-10 to 2020-03-10	\$148.69

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32C1671F8		2019-01-13 to 2019-01-13	\$148.69
32C1671F8		2019-11-27 to 2019-11-27	\$148.69
32C1671F8		2019-12-30 to 2019-12-30	\$54.74
32C1671F8		2020-01-07 to 2020-01-07	\$297.39
32C1671F8		2020-01-13 to 2020-01-13	\$148.69
32C1671F8		2020-01-23 to 2020-01-23	\$545.10
32C1671F8		2020-01-23 to 2020-01-23	\$64.07
32C1671F8		2020-02-20 to 2020-02-20	\$297.39
32C1671F8		2020-03-24 to 2020-03-24	\$148.69
32C1671F8		2020-03-26 to 2020-03-26	\$297.39
32C1671F8		2019-11-27 to 2019-11-27	\$148.69
32C1825V6		2019-11-18 to 2019-11-18	\$353.10
32C1825V6		2019-12-16 to 2019-12-16	\$297.39
32C1825V6		2019-12-17 to 2019-12-17	\$148.69
32C1825V6		2019-12-19 to 2019-12-19	\$3,356.38
32C1825V6		2020-01-03 to 2020-01-03	\$609.17
32C1825V6		2020-01-20 to 2020-01-20	\$297.39
32C1825V6		2020-02-18 to 2020-02-18	\$148.69
32C1825V6		2020-02-20 to 2020-02-20	\$268.48
32C1841T3		2019-11-07 to 2019-11-07	\$353.10
32C1841T3		2019-12-26 to 2019-12-26	\$92.98
32C1841T3		2020-01-07 to 2020-01-07	\$148.69
32C1841T3		2020-01-21 to 2020-01-21	\$92.98
32C1841T3		2020-01-26 to 2020-01-26	\$826.60
32C1841T3		2020-02-06 to 2020-02-06	\$92.98
32C1841T3		2020-02-09 to 2020-02-09	\$606.95
32C1841T3		2020-02-19 to 2020-02-19	\$92.98
32C1841T3		2019-11-07 to 2019-11-07	\$353.10
32C1841T3		2019-12-11 to 2019-12-11	\$148.69
32C1841T3		2019-12-26 to 2019-12-26	\$92.98
32C1841T3		2020-01-11 to 2020-01-11	\$545.10
32C1841T3		2020-01-11 to 2020-01-11	\$64.07
32C1841T3		2020-02-06 to 2020-02-06	\$92.98
32C1841T3		2020-02-22 to 2020-02-22	\$472.90
32C1842L5		2019-11-21 to 2019-11-21	\$1,750.62
32C2092L2		2019-12-02 to 2019-12-02	\$353.10
32C2092L2		2020-01-02 to 2020-01-02	\$297.39
32C2092L2		2020-03-10 to 2020-03-10	\$297.39
32C2092L2		2020-03-12 to 2020-03-12	\$148.69
32C2143G9		2019-11-19 to 2019-11-19	\$148.69
32C2143G9		2020-01-09 to 2020-01-09	\$148.69
32C2143G9		2020-02-18 to 2020-02-18	\$297.39
32C2143G9		2020-02-27 to 2020-02-27	\$54.73
32C2383R5		2020-01-07 to 2020-01-07	\$297.39
32C2383R5		2020-01-30 to 2020-01-30	\$54.74

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32C2383R5		2020-02-05 to 2020-02-05	\$148.69
32C2383R5		2020-02-06 to 2020-02-06	\$297.39
32C2383R5		2020-02-24 to 2020-02-24	\$148.69
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32C2383R5		2020-01-07 to 2020-01-07	\$297.39
32C2383R5		2020-01-30 to 2020-01-30	\$54.74
32C2383R5		2020-02-06 to 2020-02-06	\$297.39
32C2383R5		2020-02-24 to 2020-02-24	\$148.69
32C2383R5		2020-03-26 to 2020-03-26	\$297.39
32C2456P0		2019-11-25 to 2019-11-25	\$353.10
32C2456P0		2020-01-20 to 2020-01-20	\$297.39
32C2700T9		2019-11-21 to 2019-11-21	\$364.79
32C2700T9		2020-02-19 to 2020-02-19	\$92.98
32C2861R0		2020-01-31 to 2020-01-31	\$54.74
32C3294V9		2019-12-05 to 2019-12-05	\$353.10
32C3294V9		2020-01-07 to 2020-01-07	\$92.98
32C3294V9		2020-02-06 to 2020-02-06	\$92.98
32C3398T5		2020-02-12 to 2020-02-12	\$148.69
32C3398T5		2020-02-23 to 2020-02-23	\$472.90
32C3431K2		2020-01-22 to 2020-01-22	\$148.69
32C3431K2		2020-01-30 to 2020-01-30	\$815.21
32C3431K2		2020-01-30 to 2020-01-30	\$64.07
32C3431K2		2020-03-04 to 2020-03-04	\$64.07
32C3750K7		2019-12-18 to 2019-12-18	\$148.69
32C3750K7		2020-01-23 to 2020-01-23	\$297.39
32C3750K7		2020-01-29 to 2020-01-29	\$148.69
32C3946L8		2019-11-07 to 2019-11-07	\$353.10
32C3946L8		2019-12-09 to 2019-12-09	\$297.39
32C3946L8		2020-01-09 to 2020-01-09	\$3,356.36
32C3946L8		2020-02-06 to 2020-02-06	\$92.98
32C3946L8		2020-02-11 to 2020-02-11	\$148.69
32C3946L8		2020-02-11 to 2020-02-11	\$54.73
32C3946L8		2020-02-11 to 2020-02-11	\$148.69
32C3946L8		2020-02-18 to 2020-02-18	\$148.69
32C3946L8		2020-02-22 to 2020-02-22	\$2,414.30
32C3946L8		2020-02-22 to 2020-02-22	\$371.42
32C3946L8		2020-02-29 to 2020-02-29	\$2,414.30
32C3946L8		2020-02-29 to 2020-02-29	\$371.42
32C4433V0		2019-12-17 to 2019-12-17	\$353.10
32C4604V8		2019-12-31 to 2019-12-31	\$148.69
32C4604V8		2020-02-03 to 2020-02-03	\$148.69
32C4604V8		2020-02-04 to 2020-02-04	\$92.98
32C4604V8		2020-03-06 to 2020-03-06	\$148.69

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32C4632F1		2020-02-20 to 2020-02-20	\$3,358.04
32C4632F1		2020-01-09 to 2020-01-09	\$3,356.38
32C4711J4		2019-12-16 to 2019-12-16	\$353.10
32C4711J4		2020-02-24 to 2020-02-24	\$297.39
32C4724K4		2019-12-11 to 2019-12-11	\$353.10
32C4724K4		2020-01-13 to 2020-01-13	\$297.39
32C4724K4		2020-02-12 to 2020-02-12	\$297.39
32C4724K4		2020-02-13 to 2020-02-13	\$148.69
32C4724K4		2020-03-04 to 2020-03-04	\$148.69
32C4724K4		2020-03-16 to 2020-03-16	\$297.39
32C4761P6		2020-01-09 to 2020-01-09	\$148.69
32C4761P6		2020-02-13 to 2020-02-13	\$297.39
32C4857C2		2019-12-30 to 2019-12-30	\$353.10
32C5094T9		2019-12-24 to 2019-12-24	\$148.69
32C5094T9		2020-01-30 to 2020-01-30	\$148.69
32C5094T9		2020-02-03 to 2020-02-03	\$148.69
32C5094T9		2020-02-13 to 2020-02-13	\$92.98
32C5094T9		2020-02-13 to 2020-02-13	\$554.27
32C5094T9		2020-02-27 to 2020-02-27	\$606.95
32C5094T9		2020-03-09 to 2020-03-09	\$54.73
32C5094T9		2020-03-12 to 2020-03-12	\$472.90
32C5094T9		2020-03-16 to 2020-03-16	\$104.08
32C5094T9		2020-04-05 to 2020-04-05	\$444.32
32C5094T9		2020-04-23 to 2020-04-23	\$297.39
32C5094T9		2020-05-05 to 2020-05-05	\$92.98
32C5108P6		2020-01-13 to 2020-01-13	\$148.69
32C5108P6		2020-03-12 to 2020-03-12	\$148.69
32C5108P6		2020-01-13 to 2020-01-13	\$148.69
32C5108P6		2020-02-13 to 2020-02-13	\$297.39
32C5108P6		2020-03-12 to 2020-03-12	\$148.69
32C5108P6		2020-01-06 to 2020-01-06	\$148.69
32C5108P6		2020-01-29 to 2020-01-29	\$148.69
32C5108P6		2020-02-18 to 2020-02-18	\$297.39
32C5368W0		2019-12-31 to 2019-12-31	\$148.69
32C5368W0		2020-02-06 to 2020-02-06	\$297.39
32C5368W0		2020-02-10 to 2020-02-10	\$148.69
32C5368W0		2020-02-13 to 2020-02-13	\$54.73
32C5368W0		2020-02-22 to 2020-02-22	\$554.27
32C5368W0		2020-03-10 to 2020-03-10	\$297.39
32C5707D2		2020-02-26 to 2020-02-26	\$148.69
32C5707D2		2020-03-11 to 2020-03-11	\$148.69
32C5765M8		2020-01-02 to 2020-01-02	\$353.10
32C5765M8		2020-02-06 to 2020-02-06	\$54.73
32C5765M8		2020-02-13 to 2020-02-13	\$148.69
32C5765M8		2020-01-02 to 2020-01-02	\$353.10
32C5765M8		2020-02-05 to 2020-02-05	\$297.39
32C5782X7		2020-02-07 to 2020-02-07	\$3,402.65
32C5782X7		2020-01-24 to 2020-01-24	\$1,640.50

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32C5782X7		2020-01-24 to 2020-01-24	\$1,762.15
32C5863H7		2020-01-09 to 2020-01-09	\$353.10
32C5863H7		2020-01-23 to 2020-01-23	\$1,789.19
32C5863H7		2020-02-10 to 2020-02-10	\$148.69
32C5863H7		2020-02-18 to 2020-02-18	\$148.69
32C5863H7		2020-02-25 to 2020-02-25	\$54.73
32C5863H7		2020-02-25 to 2020-02-25	\$148.69
32C5863H7		2020-03-09 to 2020-03-09	\$268.48
32C5863H7		2020-01-13 to 2020-01-13	\$353.10
32C5863H7		2020-01-23 to 2020-01-23	\$3,402.65
32C5863H7		2020-02-17 to 2020-02-17	\$297.39
32C5863H7		2020-03-03 to 2020-03-03	\$148.69
32C5863H7		2020-03-09 to 2020-03-09	\$64.07
32C5863H7		2020-03-10 to 2020-03-10	\$148.69
32C5863H7		2020-03-10 to 2020-03-10	\$54.73
32C5902L5		2020-01-23 to 2020-01-23	\$148.69
32C5902L5		2020-03-09 to 2020-03-09	\$148.69
32C5902L5		2020-03-11 to 2020-03-11	\$54.73
32C5902L5		2020-03-12 to 2020-03-12	\$297.39
32C5902L5		2020-04-23 to 2020-04-23	\$92.98
32C6063X0		2020-02-04 to 2020-02-04	\$148.69
32C6063X0		2020-02-06 to 2020-02-06	\$92.98
32C6063X0		2020-02-11 to 2020-02-11	\$148.69
32C6063X0		2020-03-05 to 2020-03-05	\$606.95
32C6063X0		2020-03-10 to 2020-03-10	\$297.39
32C6063X0		2020-03-19 to 2020-03-19	\$606.95
32C6449L0		2019-12-19 to 2020-01-20	\$650.49
32C6540G4		2020-01-09 to 2020-01-09	\$148.69
32C6540G4		2020-02-13 to 2020-02-13	\$297.39
32C6543S5		2020-01-28 to 2020-01-28	\$3,402.65
32C6547Z1		2020-01-23 to 2020-01-23	\$353.10
32C6547Z1		2020-01-23 to 2020-01-23	\$353.10
32C6800S7		2020-02-03 to 2020-02-03	\$148.69
32C6800S7		2020-04-15 to 2020-04-15	\$92.98
32C7423C9		2020-01-28 to 2020-01-28	\$148.69
32C7448X4		2020-01-14 to 2020-01-14	\$148.69
32C7448X4		2020-02-27 to 2020-02-27	\$297.39
32C7448X4		2020-03-24 to 2020-03-24	\$148.69
32C7449Q6		2020-03-02 to 2020-03-02	\$148.69
32C7549P1		2020-01-09 to 2020-01-09	\$148.69
32C7549P1		2020-02-11 to 2020-02-11	\$148.69
32C7549P1		2020-02-11 to 2020-02-11	\$297.39
32C7549P1		2020-03-12 to 2020-03-12	\$92.98
32C7549P1		2020-03-26 to 2020-03-26	\$554.27
32C7549P1		2020-04-28 to 2020-04-28	\$148.69
32C7786J5		2020-01-22 to 2020-01-22	\$148.69
32C7786J5		2020-03-09 to 2020-03-09	\$92.98

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32C7888S2		2020-01-29 to 2020-01-29	\$353.10
32C7888S2		2020-01-29 to 2020-01-29	\$353.10
32C7888S2		2020-03-04 to 2020-03-04	\$297.39
32C7888S2		2020-03-04 to 2020-03-04	\$148.69
32C8131J9		2020-01-21 to 2020-01-21	\$148.69
32C8131J9		2020-02-25 to 2020-02-25	\$92.98
32C8131J9		2020-03-03 to 2020-03-03	\$92.98
32C8131J9		2020-04-13 to 2020-04-13	\$64.07
32C8525W7		2020-02-06 to 2020-02-06	\$200.68
32C8525W7		2020-03-09 to 2020-03-09	\$148.69
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32C8525W7		2020-04-23 to 2020-04-23	\$297.39
32C8548G6		2020-01-29 to 2020-01-29	\$148.69
32C8548G6		2020-02-24 to 2020-02-24	\$148.69
32C8548G6		2020-02-26 to 2020-02-26	\$297.39
32C8548G6		2020-03-04 to 2020-03-04	\$148.69
32C8548G6		2020-03-19 to 2020-03-19	\$554.27
32C8567J3		2020-02-13 to 2020-02-13	\$353.10
32C8567J3		2020-03-12 to 2020-03-12	\$148.69
32C8870T3		2020-02-12 to 2020-02-12	\$353.10
32C9027Q1		2020-02-05 to 2020-02-05	\$148.69
32C9027Q1		2020-03-04 to 2020-03-04	\$148.69
32C9027Q1		2020-03-12 to 2020-03-12	\$148.69
32C9170W7		2020-02-11 to 2020-02-11	\$353.10
32C9170W7		2020-03-09 to 2020-03-09	\$148.69
32C9170W7		2020-03-19 to 2020-03-19	\$92.98
32C9393D7		2020-03-10 to 2020-03-10	\$148.69
32C9979L0		2020-03-02 to 2020-03-02	\$353.10
32F0727V6		2020-03-18 to 2020-03-18	\$148.69
32F1629C9		2020-03-18 to 2020-03-18	\$148.69
32F1629C9		2020-03-18 to 2020-03-18	\$148.69
32F1629C9		2020-04-15 to 2020-04-15	\$92.98
3302N117S		2019-11-04 to 2019-11-04	\$148.69
3302N117S		2019-11-12 to 2019-11-12	\$297.39
3302N117S		2019-12-10 to 2019-12-10	\$92.98
3302N117S		2020-01-22 to 2020-01-22	\$148.69
3302N117S		2020-01-29 to 2020-01-29	\$297.39
3302N117S		2020-03-03 to 2020-03-03	\$92.98

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3302N117S		2020-04-30 to 2020-04-30	\$297.39
33B0336L8		2019-11-12 to 2019-11-12	\$297.39
33B0336L8		2019-12-05 to 2019-12-05	\$148.69
33B0336L8		2020-01-21 to 2020-01-21	\$297.39
33B0336L8		2020-03-04 to 2020-03-04	\$297.39
33B0336L8		2020-03-19 to 2020-03-19	\$92.98
33B0336L8		2020-04-30 to 2020-04-30	\$297.39
33B6560X1		2019-12-18 to 2019-12-18	\$148.69
33B6560X1		2020-01-07 to 2020-01-07	\$92.98
33B6560X1		2020-01-25 to 2020-01-25	\$826.60
33B6560X1		2020-02-22 to 2020-02-22	\$554.27
3803F556V		2019-12-30 to 2019-12-30	\$148.69
3803F556V		2020-02-06 to 2020-02-06	\$297.39
3803F556V		2019-12-30 to 2019-12-30	\$104.08
3803F556V		2020-02-06 to 2020-02-06	\$297.39
3803F556V		2020-02-12 to 2020-02-12	\$148.69
3803F556V		2019-12-30 to 2019-12-30	\$148.69
3803F556V		2020-02-06 to 2020-02-06	\$297.39
3803F556V		2020-03-12 to 2020-03-12	\$148.69
3803F556V		2019-12-30 to 2019-12-30	\$92.98
389007Z93		2019-10-30 to 2019-10-30	\$50.22
38B3960Q9		2019-10-22 to 2019-10-22	\$297.39
38B3960Q9		2019-10-23 to 2019-10-23	\$148.69
38B3960Q9		2019-10-30 to 2019-10-30	\$148.69
38B3960Q9		2020-01-07 to 2020-01-07	\$297.39
38B3960Q9		2020-02-20 to 2020-02-20	\$297.39
38B6902K3		2019-11-11 to 2019-11-11	\$297.39
38B6902K3		2019-12-16 to 2019-12-16	\$92.98
38B6902K3		2020-01-20 to 2020-01-20	\$297.39
38C1178N0		2020-01-02 to 2020-01-02	\$148.69
38C1178N0		2020-01-11 to 2020-01-11	\$64.07
38C1178N0		2020-01-11 to 2020-01-11	\$545.10
38C1178N0		2020-01-25 to 2020-01-25	\$609.17
38C1178N0		2020-02-27 to 2020-02-27	\$297.39
38C4634H5		2019-12-31 to 2019-12-31	\$148.69
38C4634H5		2020-02-03 to 2020-02-03	\$297.39
38C4634H5		2020-02-20 to 2020-02-20	\$148.69
38C4634H5		2020-03-04 to 2020-03-04	\$297.39
38C4634H5		2020-03-07 to 2020-03-07	\$472.90
38C4634H5		2020-03-10 to 2020-03-10	\$148.69
38C6303H9		2020-01-16 to 2020-01-16	\$148.69
38C6303H9		2020-02-24 to 2020-02-24	\$297.39
4002F253T		2019-11-21 to 2019-11-21	\$3,387.09



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4002F253T		2019-11-21 to 2019-11-21	\$3,387.09
5202R416K		2019-11-01 to 2019-11-01	\$3,119.44
5202R416K		2019-11-04 to 2019-11-04	\$297.39
5202R416K		2019-12-30 to 2019-12-30	\$297.39
5202R416K		2020-02-10 to 2020-02-10	\$148.69
5202R416K		2020-02-10 to 2020-02-10	\$297.39
5202R416K		2020-03-09 to 2020-03-09	\$297.39
5202R416K		2019-10-23 to 2019-10-23	\$297.39
5202R416K		2019-11-01 to 2019-11-01	\$3,320.12
5202R416K		2019-11-12 to 2019-11-12	\$148.69
5202R416K		2019-12-19 to 2019-12-19	\$297.39
5202R416K		2020-01-22 to 2020-01-22	\$297.39
5202R416K		2020-01-29 to 2020-01-29	\$54.74
5202R416K		2020-03-09 to 2020-03-09	\$297.39
5202S822K		2019-11-04 to 2019-11-04	\$3,387.09
5202T522B		2019-10-10 to 2019-10-10	\$148.69
5202T522B		2019-12-11 to 2019-12-11	\$92.98
5202T522B		2020-02-13 to 2020-02-13	\$268.48
5202T522B		2020-03-04 to 2020-03-04	\$148.69
5203Q369S		2019-12-23 to 2019-12-23	\$148.69
5203Q369S		2019-12-23 to 2019-12-23	\$148.69
5203Q369S		2020-01-20 to 2020-01-20	\$148.69
5203Q369S		2020-01-27 to 2020-01-27	\$92.98
5203Q369S		2020-01-28 to 2020-01-28	\$148.69
5203Q369S		2020-02-19 to 2020-02-19	\$54.73
5203Q369S		2020-02-28 to 2020-02-28	\$148.69
5203Q369S		2020-03-02 to 2020-03-02	\$92.98
5203Q369S		2020-03-10 to 2020-03-10	\$5,982.53
5203Q369S		2020-03-10 to 2020-03-10	\$640.13
5203Q369S		2020-04-22 to 2020-04-22	\$92.98
5203Q369S		2019-12-23 to 2019-12-23	\$148.69
5203Q369S		2020-01-28 to 2020-01-28	\$148.69
5203V934G		2020-02-13 to 2020-02-13	\$3,253.96
5203W673L		2019-12-04 to 2019-12-04	\$353.10
5203W673L		2020-01-15 to 2020-01-15	\$297.39
5203W673L		2020-02-18 to 2020-02-18	\$268.48
5203W673L		2020-04-28 to 2020-04-28	\$297.39
5203X345H		2020-01-15 to 2020-01-15	\$148.69
5203X345H		2020-02-20 to 2020-02-20	\$92.98
5203X345H		2020-02-25 to 2020-02-25	\$148.69
5203X345H		2020-03-03 to 2020-03-03	\$54.73
5203X345H		2020-03-26 to 2020-03-26	\$297.39
5204B425Q		2020-01-22 to 2020-01-22	\$148.69
5204B425Q		2020-03-11 to 2020-03-11	\$64.07
5204B425Q		2020-04-21 to 2020-04-21	\$148.69
5204B659V		2020-01-07 to 2020-01-07	\$353.10
5204B659V		2020-01-07 to 2020-01-07	\$353.10
5205F893W		2020-03-16 to 2020-03-16	\$104.08

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5205H348Q		2020-02-25 to 2020-02-25	\$353.10
5205H348Q		2020-04-21 to 2020-04-21	\$353.10
5205H598J		2020-03-10 to 2020-03-10	\$353.10
5205L021L		2020-03-11 to 2020-03-11	\$148.69
5205L021L		2020-04-22 to 2020-04-22	\$64.07
5205L021L		2020-04-29 to 2020-04-29	\$148.69
5205L266P		2020-03-11 to 2020-03-11	\$353.10
5205L978C		2020-04-15 to 2020-04-15	\$353.10
5205M495S		2020-04-09 to 2020-04-09	\$148.69
5205Z771B		2020-04-15 to 2020-04-15	\$353.10
523009R41		2020-01-06 to 2020-01-06	\$92.98
526406V07		2019-10-31 to 2019-10-31	\$92.98
527198L29		2019-10-29 to 2019-10-29	\$150.00
527198L29		2019-12-04 to 2019-12-04	\$297.39
527231P15		2019-02-18 to 2019-02-18	\$92.98
527231P15		2019-02-27 to 2019-02-27	\$148.69
527231P15		2019-03-27 to 2019-03-27	\$148.69
527231P15		2019-03-27 to 2019-05-20	\$390.37
527231P15		2019-05-21 to 2019-05-21	\$148.69
527231P15		2019-06-03 to 2019-06-03	\$5,531.32
527231P15		2019-06-03 to 2019-06-03	\$2,765.65
527231P15		2019-06-24 to 2019-06-24	\$92.98
527231P15		2019-07-09 to 2019-07-09	\$150.00
527231P15		2020-02-03 to 2020-02-03	\$64.07
527594N43		2019-10-12 to 2019-10-12	\$751.19
527594N43		2019-10-26 to 2019-10-26	\$233.62
527594N43		2019-10-26 to 2019-10-26	\$64.07
527594N43		2019-11-09 to 2019-11-09	\$421.37
527892K50		2019-10-10 to 2019-10-10	\$268.48
527892K50		2019-11-19 to 2019-11-19	\$92.98
527892K50		2020-01-28 to 2020-01-28	\$297.39
528377W39		2019-10-28 to 2019-10-28	\$92.98
529032C36		2019-10-04 to 2019-10-04	\$1,746.88
529126J91		2019-06-26 to 2019-06-26	\$3,490.90
529353P80		2019-10-25 to 2019-10-25	\$148.69
529353P80		2019-10-29 to 2019-10-29	\$92.98
529353P80		2019-10-31 to 2019-10-31	\$148.69
529453Z12		2019-10-17 to 2019-10-17	\$92.98
529492J98		2019-12-11 to 2019-12-11	\$353.10
529530T81		2019-10-21 to 2019-10-21	\$92.98
529572H78		2019-11-19 to 2019-11-19	\$297.39
529595Q32		2019-11-21 to 2019-11-21	\$92.98
529595Q32		2020-01-09 to 2020-01-09	\$92.98
529595Q32		2020-02-11 to 2020-02-11	\$297.39
529697M69		2019-12-04 to 2019-12-04	\$92.98
529697M69		2020-01-29 to 2020-01-29	\$268.48

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529755R83		2019-10-22 to 2019-10-22	\$148.69
529755R83		2019-10-24 to 2019-10-24	\$148.69
529755R83		2019-12-02 to 2019-12-02	\$148.69
529755R83		2020-03-17 to 2020-03-17	\$92.98
529755R83		2020-02-04 to 2020-02-04	\$148.69
529755R83		2019-10-24 to 2019-10-24	\$148.69
529755R83		2019-12-02 to 2019-12-02	\$148.69
529755R83		2020-03-17 to 2020-03-17	\$92.98
529868J74		2019-10-25 to 2019-10-25	\$92.98
529868J74		2019-11-13 to 2019-11-13	\$92.98
529868J74		2020-01-02 to 2020-01-02	\$92.98
529868J74		2019-11-21 to 2019-11-21	\$92.98
529868J74		2020-01-16 to 2020-01-16	\$92.98
529868J74		2019-11-13 to 2019-11-13	\$92.98
529868J74		2020-01-02 to 2020-01-02	\$92.98
529868J74		2019-11-14 to 2019-11-14	\$92.98
529868J74		2020-01-09 to 2020-01-09	\$92.98
52B0179P1		2019-10-28 to 2019-10-28	\$92.98
52B0179P1		2019-12-16 to 2019-12-16	\$92.98
52B0179P1		2020-01-27 to 2020-01-27	\$92.98
52B0179P1		2019-10-28 to 2019-10-28	\$92.98
52B0179P1		2019-12-26 to 2019-12-26	\$54.74
52B0179P1		2020-01-13 to 2020-01-13	\$92.98
52B0179P1		2020-01-16 to 2020-01-16	\$127.41
52B0179P1		2020-01-16 to 2020-01-16	\$1,695.00
52B0179P1		2020-01-16 to 2020-01-16	\$305.00
52B0179P1		2020-04-29 to 2020-04-29	\$92.98
52B0179P1		2019-10-30 to 2019-10-30	\$92.98
52B0179P1		2019-11-01 to 2019-11-01	\$691.65
52B0179P1		2019-11-27 to 2019-11-27	\$691.65
52B0179P1		2019-12-09 to 2019-12-09	\$92.98
52B0179P1		2020-01-13 to 2020-01-13	\$92.98
52B2793L0		2019-11-20 to 2019-11-20	\$64.07
52B2793L0		2019-10-16 to 2019-10-16	\$297.39
52B2793L0		2019-12-04 to 2019-12-04	\$297.39
52B2793L0		2019-12-05 to 2019-12-05	\$148.69
52B2933Z7		2019-11-20 to 2019-11-20	\$3,387.09
52B3401L0		2019-12-30 to 2019-12-30	\$353.10
52B3401L0		2020-02-05 to 2020-02-05	\$353.10
52B3401L0		2020-03-18 to 2020-03-18	\$297.39
52B3722Z8		2020-01-22 to 2020-01-22	\$297.39
52B3722Z8		2020-03-06 to 2020-03-06	\$92.98
52B4450N1		2020-02-04 to 2020-02-04	\$405.09
52B4450N1		2020-03-11 to 2020-03-11	\$297.39
52B4450N1		2019-12-18 to 2019-12-18	\$353.10
52B4450N1		2020-02-05 to 2020-02-05	\$353.10
52B4450N1		2020-03-05 to 2020-03-05	\$148.69
52B4450N1		2020-03-20 to 2020-03-20	\$606.95

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52B6395N3		2019-12-17 to 2019-12-17	\$54.74
52B6395N3		2019-11-07 to 2019-11-07	\$3,387.09
52B6395N3		2019-12-17 to 2019-12-17	\$54.74
52B6878R6		2019-10-14 to 2019-10-14	\$148.69
52B6878R6		2019-11-11 to 2019-11-11	\$92.98
52B7072W6		2019-10-25 to 2019-10-25	\$353.10
52B7167B0		2019-12-17 to 2019-12-17	\$353.10
52B7167B0		2020-01-20 to 2020-01-20	\$92.98
52B7167B0		2020-02-18 to 2020-02-18	\$148.69
52B7167B0		2020-03-03 to 2020-03-03	\$297.39
52B7169V6		2020-01-02 to 2020-01-02	\$353.10
52B7169V6		2020-03-09 to 2020-03-09	\$297.39
52B7169V6		2020-03-12 to 2020-03-12	\$148.69
52B7169V6		2020-01-02 to 2020-01-02	\$353.10
52B7169V6		2020-03-09 to 2020-03-09	\$297.39
52B7170C8		2019-10-16 to 2019-10-16	\$148.69
52B7170C8		2020-01-06 to 2020-01-06	\$54.74
52B7170C8		2020-01-09 to 2020-01-09	\$297.39
52B7170C8		2020-01-15 to 2020-01-15	\$148.69
52B7170C8		2019-10-16 to 2019-10-16	\$148.69
52B7170C8		2020-01-15 to 2020-01-15	\$148.69
52B7170C8		2020-02-23 to 2020-02-23	\$606.95
52B7333Q5		2019-11-27 to 2019-11-27	\$3,387.09
52B7534J9		2019-11-26 to 2019-11-26	\$3,387.09
52B7534J9		2019-11-05 to 2019-11-05	\$3,387.09
52B7877Z6		2019-11-18 to 2020-01-14	\$241.67
52B7877Z6		2019-12-03 to 2019-12-03	\$148.69
52B7877Z6		2020-01-29 to 2020-01-29	\$148.69
52B8411J5		2019-12-16 to 2019-12-16	\$148.69
52B8411J5		2019-12-16 to 2019-12-16	\$148.69
52B8939C7		2020-01-10 to 2020-01-10	\$54.74
52B9028W2		2019-11-27 to 2019-11-27	\$3,387.09
52B9028W2		2020-01-13 to 2020-01-13	\$54.74
52B9273Z3		2019-11-06 to 2019-11-06	\$148.69
52B9273Z3		2019-12-16 to 2019-12-16	\$92.98
52B9273Z3		2020-01-07 to 2020-01-07	\$148.69
52B9273Z3		2020-01-14 to 2020-01-14	\$148.69
52B9273Z3		2020-01-22 to 2020-01-22	\$54.74
52B9273Z3		2020-02-06 to 2020-02-06	\$371.42
52B9273Z3		2020-02-06 to 2020-02-06	\$2,414.30
52B9273Z3		2020-02-15 to 2020-02-15	\$2,414.30
52B9273Z3		2020-02-15 to 2020-02-15	\$371.42
52B9273Z3		2020-02-27 to 2020-02-27	\$2,414.30
52B9273Z3		2020-02-27 to 2020-02-27	\$371.42
52B9273Z3		2020-03-04 to 2020-03-04	\$92.98
52B9273Z3		2020-03-24 to 2020-03-24	\$5,982.53
52B9273Z3		2019-11-06 to 2019-11-06	\$148.69
52B9273Z3		2020-02-04 to 2020-02-04	\$148.69

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52B9273Z3		2020-02-13 to 2020-02-13	\$554.27
52B9273Z3		2020-03-12 to 2020-03-12	\$472.90
52B9922N2		2019-10-24 to 2019-10-24	\$148.69
52B9922N2		2019-11-22 to 2019-11-22	\$148.69
52B9922N2		2019-12-26 to 2019-12-26	\$148.69
52B9922N2		2020-01-09 to 2020-01-09	\$92.98
52C2288P6		2019-12-04 to 2019-12-04	\$148.69
52C2288P6		2020-01-28 to 2020-01-28	\$92.98
52C2288P6		2020-02-10 to 2020-02-10	\$148.69
52C2288P6		2020-03-12 to 2020-03-12	\$64.07
52C2467D2		2020-01-13 to 2020-01-13	\$148.69
52C2467D2		2020-02-27 to 2020-02-27	\$606.95
52C2467D2		2020-03-02 to 2020-03-02	\$64.07
52C2467D2		2020-03-20 to 2020-03-20	\$554.27
52C2632Z1		2019-12-02 to 2019-12-02	\$353.10
52C2950D1		2019-12-17 to 2019-12-17	\$3,356.38
52C2950D1		2019-12-17 to 2019-12-17	\$1,810.18
52C2950D1		2019-12-17 to 2019-12-17	\$3,356.38
52C3133H1		2019-11-13 to 2019-11-13	\$148.69
52C3133H1		2020-01-22 to 2020-01-22	\$92.98
52C3133H1		2020-02-17 to 2020-02-17	\$148.69
52C3133H1		2020-02-28 to 2020-02-28	\$554.27
52C3133H1		2020-03-11 to 2020-03-11	\$92.98
52C3133H1		2020-03-13 to 2020-03-13	\$444.32
52C3133H1		2020-03-16 to 2020-03-16	\$148.69
52C3133H1		2019-11-13 to 2019-11-13	\$148.69
52C3133H1		2020-01-16 to 2020-01-16	\$92.98
52C3133H1		2020-03-11 to 2020-03-11	\$64.07
52C3267X9		2019-12-05 to 2019-12-05	\$148.69
52C3267X9		2020-01-23 to 2020-01-23	\$297.39
52C3865K1		2020-02-03 to 2020-02-03	\$297.39
52C4721H0		2020-01-08 to 2020-01-08	\$353.10
52C4721H0		2020-02-17 to 2020-02-17	\$297.39
52C4721H0		2020-02-20 to 2020-02-20	\$54.73
52C5264X7		2019-12-30 to 2019-12-30	\$353.10
52C5264X7		2020-01-20 to 2020-01-20	\$297.39
52C5264X7		2020-02-19 to 2020-02-19	\$297.39
52C5264X7		2020-02-20 to 2020-02-20	\$54.73
52C5264X7		2020-03-05 to 2020-03-05	\$148.69
52C5264X7		2020-03-20 to 2020-03-20	\$554.27
52C5398R1		2019-12-19 to 2019-12-19	\$148.69
52C5398R1		2020-01-24 to 2020-01-24	\$297.39
52C5398R1		2020-01-28 to 2020-01-28	\$148.69
52C5398R1		2020-03-02 to 2020-03-02	\$297.39
52C5398R1		2020-03-03 to 2020-03-03	\$92.98
52C5521P1		2019-12-23 to 2019-12-23	\$148.69
52C5521P1		2020-01-29 to 2020-01-29	\$148.69
52C5521P1		2020-02-06 to 2020-02-06	\$297.39

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52C5521P1		2020-03-03 to 2020-03-03	\$148.69
52C5521P1		2019-12-19 to 2019-12-19	\$148.69
52C5555J5		2019-12-23 to 2019-12-23	\$148.69
52C5924D5		2020-02-06 to 2020-02-06	\$54.73
52C5924D5		2020-02-06 to 2020-02-06	\$54.73
52C5924D5		2020-02-17 to 2020-02-17	\$297.39
52C6414Z0		2020-01-09 to 2020-01-09	\$148.69
52C6414Z0		2020-03-05 to 2020-03-05	\$64.07
52C6536J1		2020-02-13 to 2020-02-13	\$3,358.04
52C6771H1		2020-02-18 to 2020-02-18	\$92.98
52C7194R3		2020-02-20 to 2020-02-20	\$3,358.04
52C7194R3		2020-02-20 to 2020-02-20	\$3,358.04
52C7911F2		2020-02-05 to 2020-02-05	\$148.69
52C7911F2		2020-03-04 to 2020-03-04	\$148.69
52C7911F2		2020-04-21 to 2020-04-21	\$148.69
52C8818G7		2020-02-25 to 2020-02-25	\$3,402.65
52C9766M7		2020-03-09 to 2020-03-09	\$353.10
52C9766M7		2020-04-22 to 2020-04-22	\$268.48
52C9766M7		2020-03-02 to 2020-03-02	\$148.69
52C9766M7		2020-04-22 to 2020-04-22	\$268.48
5905B830T		2020-03-05 to 2020-03-05	\$353.10
599939J95		2019-10-17 to 2019-10-17	\$92.98

# EXHIBIT

(SUBJECT TO MOTION TO SEAL)

# EXHIBIT 9



7/16/20

Douglas Babin  
State Farm Mutual Auto. Ins. Co.

**Re: Metro Pain Specialists (2017-NY-077)**

Dear Mr. Babin:

Thank you for the opportunity to review the medical records of patients being seen by health care providers working with Metro Pain Specialists, and to comment on the appropriateness and legitimacy of the care provided.

Based on my review of claim files and the Examination Under Oath (EUO) testimony of Leonid Shapiro, M.D. dated October 25, 2018 and November 5, 2018, the patients treated by Metro Pain, alleged to be from motor vehicle accidents and made up of people who appear to have been in typical fender-bender car accidents without extensive trauma documented. These patients appear to be minimally injured, if injured at all.

Initial and follow-up examination reports in these charts are either done with a minimal check the box pre-printed form with a few fill-in blanks available or a conventional narrative report format. The check the box pre-printed forms convey strikingly little tangible information about each patient. The more conventional narrative reports are largely copied and pasted with much identical language from report to report.

For example, nearly all patients evaluated as documented with the narrative exam format have “Aggravating Factors: Pain is increased by extension and lateral rotation, exertion, prolonged sitting, bending, fatigue, lifting, pulling , prolonged standing and walking.” It is not credible that so many patients would volunteer that exact same sequence of aggravating factors, patient to patient. Another example would be “Alleviating Factors: Pain is decreased occasionally by bed rest, sitting and sometimes by standing and walking and occasional nonsteroidal anti-inflammatory medication.” Again, this being true for virtually all the patients with the exact same wording report to report is not credible.

Many Metro Pain examination notes have copy-and-paste statements that are internally self-contradictory within the same note. That is, that there are findings recorded in the reports that are objectively at odds with the diagnoses given. Multiple notes have supposed sensory and motor losses at multiple levels in the lower extremities yet with entirely normal deep tendon reflexes (DTRs) in the lowers (most DTRs in these reports are intact while multiple sensory and motor losses are documented – not credible). Despite these findings in the Metro Pain examination reports, bilateral multi-level sensory and motor losses are effectively never found in legitimate clinical practice. That alone is suspicious enough regarding these highly repetitive notes, but these same notes also uniformly state that “casual and tandem gait as well as heel and toe walking are normal.” This is not physiologically possible, is never seen in legitimate clinical practice, and further calls into serious question the veracity of all the other putative findings documented.

In the EUO of Dr. Shapiro on 11/5/18, page 299, Dr. Shapiro states that each patient receives an individually tailored treatment plan. That statement is not true based upon the examination of the chart records. Metro Pain treatment plans are highly repetitive and stereotypic, patient to patient. Indeed, Metro Pain patients receive essentially identical treatment plans over and over.

Some of the details documented in the EUO of Dr. Loenid Shapiro on 10/25/20 are relevant to this discussion. In page 46, line 21 of the EUO, Dr. Shapiro states, "If problems don't exist, they should be discharged somewhere in the vicinity of four months after conservative treatment." In reviewing hundreds of case charts of patients treated by Metro Pain Specialists, I was unable to find a single case in which any patient was just discharged without undergoing some invasive pain procedure.

On page 352, Dr. Shapiro admits that many patients receive the exact same treatment plan as many other patients, in contrast with his statements in page 299. Dr. Shapiro also admits on page 353 that the Metro Pain patients are given various pieces of durable medical equipment (DME) on a pre-determined protocol basis in his offices.

Most patients undergo multiple clinical assessment questionnaires ("Outcome Assessment Testing") at Metro Pain Specialists despite minimal findings in the exams. These questionnaires include the Neck Disability, Headache Disability, Oswestry, Roland-Morris, Shoulder Pain Score, and the Knee Score questionnaires, though many of these assessments are not actually scored, only single results points are recorded, which brings into question whether these tests were actually performed. There is no indication as to why all this testing was ordered or why it was necessary as the findings are not incorporated anywhere into the clinical notes.

Formal Outcomes Assessment Testing like this is not considered applicable or necessary in most legitimate medical care and are usually reserved to the research setting. Indeed, on page 310 of Dr. Shapiro's 11/5/18 EUO Dr. Shapiro states that he does not know the names of the outcomes assessment questionnaires that his offices use, does not know when these assessments are done, and that "the answers don't matter that much."

As most of the patients seen by Metro Pain are at least 2-3 months out from their putative accidents, Metro Pain is treating mostly chronic pain patients, by definition. Yet the practitioners at Metro Pain seem to be wholly unaware of or oblivious to current guidelines and practice standards for the treatment of chronic pain patients. Their patients, however, are directed exclusively into invasive, expensive, and therefore highly remunerative pain procedures.

The treatment plan for nearly every patient at Metro Pain offices is essentially the same. Many patients are directed toward costly and potentially dangerous invasive pain medicine procedures based upon shoddy evaluations with fabricated, non-credible findings. These patients are uniformly directed into these procedures without consideration of other potential options for the patients, in violation of accepted consensus guidelines for pain patients. Other reasonable options for these patients are not even mentioned or discussed in these notes, as typically occurs in legitimate medical practice.

Most patients seen at Metro Pain have had an initial course of treatment with chiropractic, acupuncture, and physical therapy. These notes are meagre, highly repetitive, and apparently not individualized visit to visit, virtually always leading to the same repeated treatments with little to no variation. These daily notes and the periodic re-examinations rarely show much if any improvement or recovery in these patients, leading to more treatment

There was no indication in the records that these various providers' care was coordinated in any way, or why all this simultaneous care was necessary. I am not aware of any research literature that supports the necessity of chiropractic, acupuncture and physical therapy services being delivered simultaneously for such patients.

In pages 365 through 370, Dr. Shapiro admits that there is virtually no coordination of care between the medical physicians, chiropractors, physical therapists, and acupuncturists working with the same patients together in the Metro Pain offices. Having reviewed many of these charts, I can confirm that I was unable to find any evidence of coordination of care between these various practitioners in the records, raising concerns as to whether the care plans rendered were at all centered around the specific and individual needs of each patient by the various Metro Pain practitioners seeing the patients.

Apparently, the vast majority of patients seen at Metro Pain offices require costly and potentially dangerous invasive pain medicine procedures. All patients are uniformly directed into these procedures without consideration of other potential options for the patients, in violation of accepted consensus guidelines for pain patients. Other reasonable options for these patients are not even mentioned or discussed in these notes, as typically occurs in legitimate medical practice.

After a few months of such care, many patients are directed into invasive pain procedures for no apparent reason. For example, patient [REDACTED] was ostensibly injured in an automobile accident on 8/29/16. On 11/20/2016, this patient was seen by practitioners at Metro Pain Specialists. The exam documented entirely normal neurological exams of the upper and lower extremities (neck and low back), but he was given the diagnoses of multilevel radiculopathies of the cervical and lumbar spine. This is physiologically impossible. Even more disturbingly, [REDACTED] was then subjected to Cervical Epidural Steroid Injection and Epidurography by Dr. Abbatematteo of Metro Pain on that date based upon spurious diagnoses that were specifically contradicted by the exam done on that date.

[REDACTED] was ostensibly injured in a car accident on 11/27/17. The police report on that date indicates "no injury". After 2 months of conservative treatment with physical therapy, acupuncture, and chiropractic, he is seen on 1/31/18 by Metro Pain. He is supposedly reporting a "moderate 8/10" pain scale even though the report states that "casual and tandem gait as well as heel and toe walking are normal". Tenderness is reported in both sides of his neck and low back with some non-focal 4/5 weakness in both arms and legs, but the sensory exam and deep tendon reflexes are intact. Metro Pain goes on in the note to recommend Cervical and Lumbar facet injections as well as multiple Lumbar Epidural Steroid Injections. No other options are considered. This sequence of evaluation and treatment direction is entirely inappropriate and unjustifiable.

The electrodiagnostic studies performed on these patients are very poorly done. According to the American Academy of Neuromuscular and Electrodiagnostic Medicine (AANEM) white papers, these tests should only be done when specific focal findings are shown on a careful neurological exam, and the electrodiagnostic studies should flow from and be tailored to these specific neurological findings, essentially to confirm the clinical suspicions. This is certainly not the practice standard at the Metro pain offices. Usually, no specific reason is given for doing the studies, occasionally only stating that they feel the patient is not getting better. This is not an acceptable reason to do these painful studies. In addition, the testing is technically very poorly done. Often, the findings do not match the diagnoses and peripheral muscles are routinely under-sampled to be able to make the putative radiculopathy diagnoses.

In 2011, the Institute of Medicine of the National Academies entered into a multi-year consensus-forming project aimed at improving the understanding of pain and improving pain care nationally. The latest ongoing iteration of that work resides in the IOM Report on Relieving Pain in America (Date last modified: December 23, 2019) [https://www.painconsortium.nih.gov/Resource\\_Library/IOM\\_Relieving\\_Pain](https://www.painconsortium.nih.gov/Resource_Library/IOM_Relieving_Pain). Based upon the highest quality research literature available, these multidisciplinary guidelines de-emphasize the use of potentially dangerous medications and procedures, rather recommending that the core of chronic pain treatment should rely on patient self-care, mobilization, and mind/body therapies.

In addition, Dr. Shapiro and the other Metro Pain Specialists working in his offices routinely violate multiple core tenets of the guidelines and practice standards of his own American Society of Anesthesiologists (ASA) consensus guideline standards from April 2010 <https://anesthesiology.pubs.asahq.org/article.aspx?articleid=1932775>

Authors at Harvard, Stanford and the University of Washington argued against this increasing overuse of spinal injection procedures in 2013 (Kennedy DJ, Baker RM, Rathmell JP. Use of Spinal Injections for Low Back Pain. *JAMA*. 2013;310(16):1736). Dr. Shapiro and his associates are apparently unaware of these authoritative recommendations.

Authors at the Johns Hopkins School of Medicine argued in 2015 against the overuse of medical procedures in American medicine, arguing that this adverse tendency leads to significantly increased costs with poorer patient outcomes, (Romano MJ et al. The Association Between Continuity of Care and the Overuse of Medical Procedures. *JAMA Intern Med*. 2015;175(7):1148-1154). <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5577558/>

Aside from Metro Pain ignoring all these important practice standards as well as community best-practice standards, there is little to no attention paid in these records to the unique and individual status and history of these patients, but rather the patients are pushed forward into procedures without discussion of any appropriate alternatives.

In summary, virtually all patients received the same succession of nearly identical pre-determined boilerplate testing and treatments by Metro Pain practitioners, in violation of accepted practice standards for the specialties involved. Any possible responses or lack of response to the treatments were not ever incorporated into the plan of care going forward. There was clearly no coordination

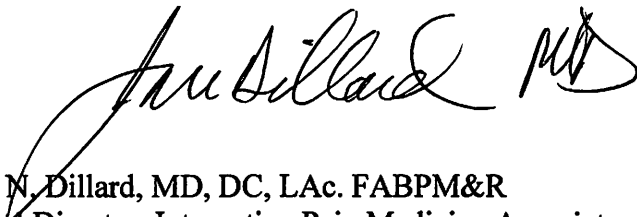
of care documented between the chiropractic, physical therapy, acupuncture, medical, anesthesiology, or other treatment interventions.

I am a licensed physician who is Board Certified for 30 years in Physical Medicine & Rehabilitation, specializing in Pain Medicine and Integrative Care, a fully trained and licensed chiropractor, and a fully trained and licensed acupuncturist. As a former Assistant Clinical Professor of Rehabilitation Medicine at Columbia University College of Physicians and Surgeons, and a Pain Medicine Attending Physician at Beth Israel Medical Center, it is my professional opinion that these records demonstrate clear and intentional patterns of abusive professional misconduct, representing flagrant deviations from acceptable standards of pain medicine practice. There is an overwhelmingly clear pattern of unnecessary, pre-determined, excessive, abusive and potentially dangerous testing and treatment of patients, as well as excessive orders for DME. This clear pattern represents consistent gross violations of accepted standards of practice.

It appears that the above summarized practice patterns were put in place to maximize financial reimbursement rather than appropriate patient care.

Attached to this report are the claims I specifically reviewed in preparation of this report. I have also attached a list of claims I am aware that Metro Pain has submitted and believe that these claims, based on the above findings, will contain the same issues and concerns as noted in my report. Based on the above findings, I believe that other bills and documentation from Metro Pain Specialists for the above identified medical services will contain the same issues and concerns as noted in my report.

Should you have any further questions regarding these matters, please contact me at your convenience.



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<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
0703N755N		2019-12-04 to 2019-12-04	\$353.10
079755K80		2019-11-06 to 2019-11-06	\$297.39
079755K80		2019-12-19 to 2019-12-19	\$297.39
079755K80		2020-01-08 to 2020-01-08	\$148.69
079755K80		2020-02-17 to 2020-02-17	\$297.39
07B7727B6		2019-11-11 to 2019-11-11	\$3,387.09
07B9770H1		2020-01-07 to 2020-01-07	\$54.74
07B9770H1		2019-11-12 to 2019-11-12	\$3,387.09
07C0651V5		2019-11-11 to 2019-11-11	\$148.69
07C0651V5		2019-12-23 to 2019-12-23	\$148.69
07C0651V5		2020-02-05 to 2020-02-05	\$92.98
07C0651V5		2020-02-09 to 2020-02-09	\$606.95
07C1725F7		2019-11-04 to 2019-11-04	\$353.10
07C1725F7		2019-11-21 to 2019-11-21	\$3,387.09
07C1725F7		2019-12-06 to 2019-12-06	\$297.39
07C1725F7		2020-01-23 to 2020-01-23	\$92.98
07C1725F7		2020-01-28 to 2020-01-28	\$54.74
07C1725F7		2020-01-28 to 2020-01-28	\$148.69
07C1725F7		2020-02-08 to 2020-02-08	\$2,414.30
07C1725F7		2020-02-08 to 2020-02-08	\$371.42
07C1725F7		2020-02-27 to 2020-02-27	\$268.48
07C1725F7		2020-05-13 to 2020-05-13	\$297.39
07C4431P2		2020-01-22 to 2020-01-22	\$297.39
07C6202X1		2020-01-20 to 2020-01-20	\$148.69
07C6202X1		2020-01-06 to 2020-01-06	\$148.69
08C5409V0		2020-01-06 to 2020-01-06	\$353.10
08C5409V0		2020-02-11 to 2020-02-11	\$297.39
08C5409V0		2020-02-18 to 2020-02-18	\$148.69
08C5409V0		2020-03-16 to 2020-03-16	\$297.39
08C5409V0		2020-05-13 to 2020-05-13	\$297.39
08C5409V0		2020-05-21 to 2020-05-21	\$92.98
08C5409V0		2020-06-15 to 2020-06-15	\$297.39
08C5409V0		2020-01-06 to 2020-01-06	\$353.10
117122H25		2019-10-14 to 2019-10-14	\$92.98
119823P42		2019-10-07 to 2019-10-07	\$297.39
119823P42		2019-10-12 to 2019-10-12	\$691.65
119823P42		2019-11-18 to 2019-11-18	\$297.39
119823P42		2019-12-23 to 2019-12-23	\$297.39
11B5871B4		2019-10-29 to 2019-10-29	\$1,746.88
13C3464D1		2019-12-05 to 2019-12-05	\$148.69
13C3464D1		2020-02-25 to 2020-02-25	\$297.39
13C3464D1		2020-03-09 to 2020-03-09	\$54.73
13C3464D1		2020-03-11 to 2020-03-11	\$148.69
2004Q283N		2020-03-03 to 2020-03-03	\$353.10
2004Q283N		2020-03-03 to 2020-03-03	\$353.10
20C5800P1		2020-01-17 to 2020-01-17	\$353.10
20C5800P1		2020-02-14 to 2020-02-14	\$92.98
20C5800P1		2020-03-05 to 2020-03-05	\$148.69
20C5800P1		2020-04-28 to 2020-04-28	\$297.39

<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
2303C564M		2019-12-30 to 2019-12-30	\$353.10
3003P106M		2019-12-16 to 2019-12-16	\$148.69
3003P106M		2020-01-22 to 2020-01-22	\$148.69
3003P106M		2020-01-22 to 2020-01-22	\$92.98
3003P106M		2020-02-08 to 2020-02-08	\$472.90
3003P106M		2020-02-24 to 2020-02-24	\$297.39
3003P106M		2020-03-07 to 2020-03-07	\$472.90
3003P106M		2020-05-31 to 2020-05-31	\$751.19
3003P106M		2019-12-16 to 2019-12-16	\$148.69
3003P106M		2020-01-07 to 2020-01-07	\$148.69
3003P106M		2020-02-24 to 2020-02-24	\$297.39
3004D593W		2020-01-28 to 2020-01-28	\$148.69
3004D593W		2020-02-24 to 2020-02-24	\$148.69
3202B221N		2019-11-07 to 2019-11-07	\$92.98
3202B221N		2019-11-13 to 2019-11-13	\$148.69
3202B221N		2019-12-11 to 2019-12-11	\$297.39
3202P619B		2019-10-08 to 2019-10-08	\$92.98
3202P619B		2019-11-12 to 2019-11-12	\$297.39
3202P619B		2020-02-13 to 2020-02-13	\$297.39
3202P619B		2020-04-30 to 2020-04-30	\$297.39
3202P619B		2020-06-02 to 2020-06-02	\$268.48
3202P619B		2019-10-28 to 2019-10-28	\$297.39
3202P619B		2019-11-26 to 2019-11-26	\$148.69
3202Q893X		2019-11-27 to 2019-11-27	\$148.69
3202Q976W		2020-01-08 to 2020-01-08	\$353.10
3202Q976W		2020-02-07 to 2020-02-07	\$297.39
3202Q976W		2020-01-22 to 2020-01-22	\$297.39
3202Q976W		2020-02-24 to 2020-02-24	\$297.39
3202R317X		2019-10-30 to 2019-10-30	\$64.07
3202R317X		2019-12-04 to 2019-12-04	\$64.07
3202R317X		2020-01-29 to 2020-01-29	\$297.39
3202R317X		2020-03-05 to 2020-03-05	\$268.48
3202T411B		2019-10-08 to 2019-10-08	\$148.69
3202T411B		2019-11-03 to 2019-11-03	\$815.21
3202T411B		2019-11-03 to 2019-11-03	\$64.07
3202T411B		2019-12-18 to 2019-12-18	\$92.98
3202V825W		2019-10-21 to 2019-10-21	\$148.69
3202V825W		2019-12-05 to 2019-12-05	\$148.69
3203D326N		2019-12-05 to 2019-12-05	\$92.98
3203D326N		2019-12-19 to 2019-12-19	\$127.41
3203D326N		2019-12-19 to 2019-12-19	\$1,695.00
3203D326N		2019-12-19 to 2019-12-19	\$305.00
3203D326N		2020-01-07 to 2020-01-07	\$297.39
3203D326N		2020-02-11 to 2020-02-11	\$297.39
3203D326N		2020-02-17 to 2020-02-17	\$148.69
3203D326N		2020-03-17 to 2020-03-17	\$92.98
3203D326N		2020-03-24 to 2020-03-24	\$92.98
3203D326N		2020-04-05 to 2020-04-05	\$472.90
3203D326N		2020-05-21 to 2020-05-21	\$297.39

<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
3203H304W		2019-12-17 to 2019-12-17	\$148.69
3203H304W		2020-02-04 to 2020-02-04	\$297.39
3203H304W		2020-03-16 to 2020-03-16	\$92.98
3203H304W		2020-05-20 to 2020-05-20	\$92.98
3203L411X		2020-01-22 to 2020-01-22	\$148.69
3203L411X		2020-03-12 to 2020-03-12	\$92.98
3203M130K		2019-12-17 to 2019-12-17	\$148.69
3203M130K		2020-01-21 to 2020-01-21	\$148.69
3203M130K		2020-02-25 to 2020-02-25	\$92.98
3203M130K		2019-12-17 to 2019-12-17	\$148.69
3203M130K		2020-01-21 to 2020-01-21	\$148.69
3203M130K		2019-12-17 to 2019-12-17	\$148.69
3203M130K		2020-01-16 to 2020-01-16	\$297.39
3203M130K		2020-01-22 to 2020-01-22	\$148.69
3203N248N		2019-12-11 to 2019-12-11	\$148.69
3203N248N		2020-02-24 to 2020-02-24	\$148.69
3203P135S		2020-03-10 to 2020-03-10	\$148.69
3203P203H		2019-12-16 to 2019-12-16	\$353.10
3203P203H		2019-12-16 to 2019-12-16	\$353.10
3203P203H		2020-02-05 to 2020-02-05	\$297.39
3203P203H		2019-12-16 to 2019-12-16	\$353.10
3203P203H		2020-02-05 to 2020-02-05	\$297.39
3203P203H		2020-02-13 to 2020-02-13	\$148.69
3203P203H		2020-03-26 to 2020-03-26	\$472.90
3203P203H		2020-05-21 to 2020-05-21	\$297.39
3203P506K		2019-12-19 to 2019-12-19	\$353.10
3203P506K		2020-01-23 to 2020-01-23	\$297.39
3203P506K		2020-01-29 to 2020-01-29	\$92.98
3203P937C		2019-01-06 to 2019-01-06	\$148.69
3203P937C		2020-01-06 to 2020-01-06	\$148.69
3203P937C		2020-01-29 to 2020-01-29	\$64.07
3203P937C		2020-04-28 to 2020-04-28	\$353.10
3203P937C		2020-05-26 to 2020-05-26	\$148.69
3203P937C		2019-01-06 to 2019-01-06	\$148.69
3203P937C		2019-12-11 to 2019-12-11	\$353.10
3203P937C		2020-01-06 to 2020-01-06	\$148.69
3203P937C		2020-01-09 to 2020-01-09	\$148.69
3203P937C		2020-01-29 to 2020-01-29	\$268.48
3203P937C		2020-04-28 to 2020-04-28	\$297.39
3203P937C		2020-05-26 to 2020-05-26	\$297.39
3203P937C		2019-01-06 to 2019-01-06	\$148.69
3203P937C		2019-12-11 to 2019-12-11	\$148.69
3203P937C		2020-01-06 to 2020-01-06	\$148.69
3203P937C		2020-01-09 to 2020-01-09	\$148.69
3203P937C		2020-01-21 to 2020-01-21	\$297.39
3203P937C		2020-02-19 to 2020-02-19	\$148.69
3203P937C		2020-03-10 to 2020-03-10	\$64.07
3203P937C		2019-12-11 to 2019-12-11	\$353.10
3203R093Q		2020-04-06 to 2020-04-06	\$148.69



<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
3203R093Q		2020-05-11 to 2020-05-11	\$92.98
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3203T698X		2020-01-29 to 2020-01-29	\$148.69
3203T698X		2020-02-07 to 2020-02-07	\$554.27
3203T698X		2020-02-11 to 2020-02-11	\$92.98
3203T698X		2020-02-18 to 2020-02-18	\$92.98
3203T698X		2020-02-21 to 2020-02-21	\$472.90
3203T698X		2020-03-06 to 2020-03-06	\$472.90
3203T698X		2020-03-20 to 2020-03-20	\$751.19
3203T698X		2020-04-06 to 2020-04-06	\$64.07
3203T698X		2020-05-11 to 2020-05-11	\$92.98
3204B127M		2019-12-16 to 2019-12-16	\$148.69
3204B127M		2020-01-07 to 2020-01-07	\$148.69
3204B127M		2020-01-27 to 2020-01-27	\$92.98
3204B127M		2020-02-28 to 2020-02-28	\$148.69
3204B127M		2020-05-21 to 2020-05-21	\$8,435.55
3204B127M		2020-01-20 to 2020-01-20	\$148.69
3204B127M		2020-02-24 to 2020-02-24	\$92.98
3204F121R		2020-01-14 to 2020-01-14	\$148.69
3204F121R		2020-02-03 to 2020-02-03	\$148.69
3204F121R		2020-02-20 to 2020-02-20	\$92.98
3204F121R		2020-03-25 to 2020-03-25	\$148.69
3204F121R		2020-01-14 to 2020-01-14	\$148.69
3204F121R		2020-02-20 to 2020-02-20	\$92.98
3204G557N		2020-02-20 to 2020-02-20	\$3,358.04
3204G557N		2020-02-20 to 2020-02-20	\$3,358.04
3204G687H		2020-02-17 to 2020-02-17	\$353.10
3204G687H		2020-03-18 to 2020-03-18	\$92.98
3204G687H		2020-03-23 to 2020-03-23	\$148.69
3204G687H		2020-04-29 to 2020-04-29	\$92.98
3204G687H		2020-06-03 to 2020-06-03	\$92.98
3204G687H		2020-06-08 to 2020-06-08	\$148.69
3204G687H		2020-06-11 to 2020-06-11	\$8,435.55
3204H522H		2020-02-05 to 2020-02-05	\$353.10
3204H522H		2020-06-11 to 2020-06-11	\$297.39
3204J038V		2020-02-06 to 2020-02-06	\$148.69
3204K114P		2020-03-05 to 2020-03-05	\$148.69
3204K114P		2020-05-06 to 2020-05-06	\$64.07
3204K114P		2020-05-21 to 2020-05-21	\$148.69
3204P729C		2020-03-18 to 2020-03-18	\$200.68
3204P729C		2020-05-20 to 2020-05-20	\$64.07
3204T271B		2020-02-27 to 2020-02-27	\$148.69
3204T271B		2020-04-16 to 2020-04-16	\$297.39
3204T271B		2020-04-21 to 2020-04-21	\$64.07
3204T271B		2020-04-29 to 2020-04-29	\$148.69
3204T271B		2020-05-12 to 2020-05-12	\$148.69
3204T271B		2020-05-21 to 2020-05-21	\$92.98
3204V370H		2020-03-05 to 2020-03-05	\$353.10
3204W128N		2020-06-08 to 2020-06-08	\$297.39

<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
3204W128N		2019-12-27 to 2019-12-27	\$148.69
3204W128N		2020-06-01 to 2020-06-01	\$92.98
320543F22		2020-01-23 to 2020-01-23	\$92.98
3205B623S		2020-02-27 to 2020-02-27	\$200.68
3205B623S		2020-04-02 to 2020-04-02	\$268.48
3205B623S		2020-05-28 to 2020-05-28	\$92.98
3205F931G		2020-04-22 to 2020-04-22	\$92.98
3205F931G		2020-06-04 to 2020-06-04	\$297.39
3205H942G		2020-04-02 to 2020-04-02	\$297.39
3205H942G		2020-05-07 to 2020-05-07	\$148.69
3205H942G		2020-06-04 to 2020-06-04	\$92.98
3205H942G		2020-04-02 to 2020-04-02	\$297.39
3205H942G		2020-05-07 to 2020-05-07	\$148.69
3205K262Z		2020-04-23 to 2020-04-23	\$92.98
3205K262Z		2020-05-26 to 2020-05-26	\$92.98
3205L478R		2020-03-13 to 2020-03-13	\$353.10
3205L478R		2020-05-07 to 2020-05-07	\$92.98
3205L478R		2020-06-09 to 2020-06-09	\$92.98
3205M093F		2020-04-22 to 2020-04-22	\$148.69
3205M093F		2020-05-20 to 2020-05-20	\$148.69
3205M805C		2020-03-19 to 2020-03-19	\$148.69
3205M805C		2020-05-05 to 2020-05-05	\$148.69
3205N078G		2020-05-21 to 2020-05-21	\$92.98
3205N078G		2020-06-08 to 2020-06-08	\$92.98
3205P930R		2020-05-20 to 2020-05-20	\$148.69
3205P930R		2020-05-20 to 2020-05-20	\$148.69
3205P930R		2020-04-29 to 2020-04-29	\$353.10
3205P930R		2020-06-09 to 2020-06-09	\$148.69
3205Q461P		2020-05-27 to 2020-05-27	\$92.98
3205T228J		2020-04-23 to 2020-04-23	\$148.69
3205T228J		2020-05-26 to 2020-05-26	\$297.39
320660Q12		2020-02-04 to 2020-02-04	\$148.69
320660Q12		2020-03-12 to 2020-03-12	\$92.98
3206B425B		2020-05-07 to 2020-05-07	\$148.69
3206B425B		2020-06-09 to 2020-06-09	\$92.98
3206H820D		2020-04-23 to 2020-04-23	\$148.69
3206H820D		2020-05-28 to 2020-05-28	\$297.39
3206H820D		2020-04-23 to 2020-04-23	\$148.69
3206H820D		2020-05-28 to 2020-05-28	\$297.39
3206J875V		2020-06-04 to 2020-06-04	\$297.39
3206Q063M		2020-06-15 to 2020-06-15	\$353.10
3206T386L		2020-05-14 to 2020-05-14	\$353.10
3206T386L		2020-06-08 to 2020-06-08	\$148.69
3206T647R		2020-05-21 to 2020-05-21	\$148.69
3206X181C		2020-05-19 to 2020-05-19	\$353.10
3206Z695S		2020-06-08 to 2020-06-08	\$353.10
3206Z695S		2020-06-10 to 2020-06-10	\$308.49
3207B071M		2020-05-14 to 2020-05-14	\$148.69
3207J354J		2020-05-26 to 2020-05-26	\$148.69

<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
3207J354J		2020-05-26 to 2020-05-26	\$148.69
3207J354J		2020-05-26 to 2020-05-26	\$148.69
3207J366B		2020-05-18 to 2020-05-18	\$148.69
3207K419X		2020-06-02 to 2020-06-02	\$148.69
3207K419X		2020-06-02 to 2020-06-02	\$353.10
3207K419X		2020-06-02 to 2020-06-02	\$353.10
3207R551Z		2020-06-09 to 2020-06-09	\$148.69
3207R872P		2020-06-04 to 2020-06-04	\$148.69
325338P37		2019-10-23 to 2019-10-23	\$92.98
325338P37		2019-11-27 to 2019-11-27	\$92.98
325338P37		2020-02-10 to 2020-02-10	\$297.39
325338P37		2019-10-28 to 2019-10-28	\$297.39
325338P37		2019-11-19 to 2019-11-19	\$148.69
325338P37		2019-11-27 to 2019-11-27	\$297.39
325846J02		2019-10-12 to 2019-10-12	\$691.65
326016D97		2019-02-11 to 2019-02-11	\$8,891.39
326358H99		2019-10-10 to 2019-10-10	\$407.53
326358H99		2019-12-24 to 2019-12-24	\$297.39
326358H99		2020-01-21 to 2020-01-21	\$297.39
326358H99		2020-02-19 to 2020-02-19	\$297.39
326560T67		2019-10-22 to 2019-10-22	\$92.98
326611T22		2019-10-15 to 2019-10-15	\$92.98
326611T22		2019-10-21 to 2019-10-21	\$297.39
326611T22		2019-11-20 to 2019-11-20	\$297.39
326611T22		2019-11-23 to 2019-11-23	\$406.77
326611T22		2019-11-26 to 2019-11-26	\$92.98
326611T22		2019-12-21 to 2019-12-21	\$92.98
326611T22		2019-12-21 to 2019-12-21	\$627.58
326671K95		2019-11-07 to 2019-11-07	\$150.00
326671K95		2019-12-24 to 2019-12-24	\$297.39
326671K95		2020-01-30 to 2020-01-30	\$297.39
326961K85		2019-10-12 to 2019-10-12	\$691.65
327032C45		2019-10-22 to 2019-10-22	\$92.98
327032C45		2019-11-04 to 2019-11-04	\$297.39
327032C45		2019-12-04 to 2019-12-04	\$92.98
327081Z89		2019-11-25 to 2019-11-25	\$148.69
327085K36		2019-10-14 to 2019-10-14	\$365.75
327085K36		2019-10-22 to 2019-10-22	\$92.98
327085K36		2019-11-08 to 2019-11-08	\$609.17
327085K36		2019-11-22 to 2019-11-22	\$64.07
327085K36		2019-11-22 to 2019-11-22	\$687.12
327117D85		2019-12-10 to 2019-12-10	\$92.98
327138G81		2019-10-24 to 2019-10-24	\$148.69
327138G81		2019-12-12 to 2019-12-12	\$92.98
327138G81		2020-02-06 to 2020-02-06	\$92.98
327190J72		2019-10-28 to 2019-10-28	\$297.39
327273M06		2019-10-17 to 2019-10-17	\$64.07
327273M06		2019-10-17 to 2019-10-17	\$64.07
327406G78		2019-10-30 to 2019-10-30	\$92.98

<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
327406G78		2019-10-30 to 2019-10-30	\$762.53
327447D57		2019-11-26 to 2019-11-26	\$92.98
327447D57		2020-01-08 to 2020-01-08	\$92.98
327447D57		2020-01-14 to 2020-01-14	\$148.69
327447D57		2020-02-27 to 2020-02-27	\$297.39
327447D57		2020-05-13 to 2020-05-13	\$92.98
327562T42		2019-12-23 to 2019-12-23	\$92.98
327562T42		2020-02-25 to 2020-02-25	\$297.39
327593X55		2019-11-27 to 2019-11-27	\$92.98
327699B98		2019-10-17 to 2019-10-17	\$64.07
327699B98		2019-12-06 to 2019-12-06	\$297.39
327783X94		2019-10-31 to 2019-10-31	\$92.98
327843V26		2019-11-21 to 2019-11-21	\$92.98
327887T31		2019-10-24 to 2019-10-24	\$64.07
327901S74		2019-10-25 to 2019-10-25	\$297.39
327901S74		2019-12-02 to 2019-12-02	\$297.39
327932H83		2019-10-15 to 2019-10-15	\$268.48
328000Z27		2020-01-15 to 2020-01-15	\$92.98
328042R69		2019-11-18 to 2019-11-18	\$92.98
328042R69		2019-12-16 to 2019-12-16	\$92.98
328107J36		2019-10-22 to 2019-10-22	\$297.39
328107J36		2019-12-10 to 2019-12-10	\$150.00
328107J36		2019-12-17 to 2019-12-17	\$92.98
328107J36		2020-01-23 to 2020-01-23	\$92.98
328164B11		2019-12-10 to 2019-12-10	\$353.10
328204N29		2019-11-26 to 2019-11-26	\$92.98
328204N29		2020-01-14 to 2020-01-14	\$92.98
328204N29		2020-02-27 to 2020-02-27	\$92.98
328206K50		2019-10-10 to 2019-10-10	\$268.48
328206K50		2019-10-17 to 2019-10-17	\$148.69
328206K50		2019-11-22 to 2019-11-22	\$92.98
328206K50		2020-02-11 to 2020-02-11	\$268.48
328206K50		2020-02-20 to 2020-02-20	\$336.62
328206K50		2020-05-07 to 2020-05-07	\$148.69
328235W54		2019-10-29 to 2019-10-29	\$92.98
328235W54		2019-11-15 to 2019-11-15	\$2,821.71
328235W54		2019-12-10 to 2019-12-10	\$92.98
328277L09		2019-12-12 to 2019-12-12	\$297.39
328277L09		2020-01-16 to 2020-01-16	\$297.39
328361M71		2019-11-27 to 2019-11-27	\$297.39
328382M85		2019-11-04 to 2019-11-04	\$297.39
328382M85		2019-12-16 to 2019-12-16	\$65,306.52
328382M85		2020-01-08 to 2020-01-08	\$150.00
328382M85		2020-01-13 to 2020-01-13	\$297.39
328382M85		2020-02-10 to 2020-02-10	\$297.39
328388D80		2019-10-21 to 2019-10-21	\$64.07
328388D80		2019-12-16 to 2019-12-16	\$92.98
328388D80		2020-01-14 to 2020-01-14	\$148.69
328388D80		2020-01-20 to 2020-01-20	\$92.98

<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
328388D80		2020-03-05 to 2020-03-05	\$92.98
328388D80		2020-05-20 to 2020-05-20	\$92.98
328392H46		2019-11-14 to 2019-11-14	\$3,387.09
328411Q27		2019-10-17 to 2019-10-17	\$92.98
328411Q27		2019-11-21 to 2019-11-21	\$92.98
328411Q27		2019-12-04 to 2019-12-04	\$92.98
328439C69		2019-10-31 to 2019-10-31	\$268.48
328439C69		2019-11-12 to 2019-11-12	\$92.98
328439C69		2019-12-01 to 2019-12-01	\$409.92
328449H67		2019-11-11 to 2019-11-11	\$7,698.03
328449H67		2019-11-19 to 2019-11-19	\$150.00
328449H67		2019-11-20 to 2019-11-20	\$92.98
328523M73		2019-10-21 to 2019-10-21	\$297.39
328523M73		2019-12-19 to 2019-12-19	\$297.39
328559Z85		2019-10-28 to 2019-10-28	\$297.39
328559Z85		2019-12-27 to 2019-12-27	\$297.39
328559Z85		2020-01-14 to 2020-01-14	\$92.98
328559Z85		2020-03-08 to 2020-03-08	\$472.90
328559Z85		2020-03-16 to 2020-03-16	\$254.63
328572K26		2019-10-22 to 2019-10-22	\$92.98
328572K26		2019-12-16 to 2019-12-16	\$92.98
328601C77		2019-11-25 to 2019-11-25	\$92.98
328605C59		2019-10-22 to 2019-10-22	\$297.39
328660V87		2019-10-10 to 2019-10-10	\$297.39
328660V87		2019-12-16 to 2019-12-16	\$297.39
328660V87		2020-02-13 to 2020-02-13	\$268.48
328664F03		2019-10-22 to 2019-10-22	\$268.48
328723G71		2019-10-17 to 2019-10-17	\$64.07
328723G71		2019-12-05 to 2019-12-05	\$268.48
328753J33		2019-10-31 to 2019-10-31	\$297.39
328772W50		2019-11-14 to 2019-11-14	\$92.98
328772W50		2020-01-30 to 2020-01-30	\$92.98
328772W50		2020-03-05 to 2020-03-05	\$268.48
328786G03		2019-11-14 to 2019-11-14	\$297.39
328786G03		2019-11-18 to 2019-11-18	\$92.98
328786G03		2020-02-04 to 2020-02-04	\$297.39
328809G40		2019-10-22 to 2019-10-22	\$64.07
328809G40		2019-10-22 to 2019-10-22	\$148.69
328809G40		2019-10-24 to 2019-10-24	\$268.48
328860K45		2019-10-22 to 2019-10-22	\$297.39
328860K45		2019-10-31 to 2019-10-31	\$282.26
328860K45		2019-11-27 to 2019-11-27	\$297.39
328860K45		2019-12-05 to 2019-12-05	\$204.26
328860K45		2020-01-07 to 2020-01-07	\$297.39
328860K45		2020-01-22 to 2020-01-22	\$148.69
328860K45		2020-02-11 to 2020-02-11	\$297.39
328860K45		2020-03-10 to 2020-03-10	\$15.00
328860K45		2020-03-19 to 2020-03-19	\$297.39
328860K45		2020-05-14 to 2020-05-14	\$268.48

<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
328875B49		2019-10-17 to 2019-10-17	\$297.39
328875L90		2019-11-01 to 2019-11-01	\$609.17
328951Z29		2019-10-24 to 2019-10-24	\$297.39
328953T59		2019-10-28 to 2019-10-28	\$92.98
328953T59		2019-10-28 to 2019-10-28	\$92.98
328953T59		2019-10-28 to 2019-10-28	\$92.98
328966K52		2019-12-04 to 2019-12-04	\$92.98
328966K52		2020-01-08 to 2020-01-08	\$92.98
328986X27		2020-02-03 to 2020-02-03	\$148.69
328999R15		2019-10-01 to 2019-10-01	\$297.39
329073D49		2019-11-13 to 2019-11-13	\$297.39
329092F27		2019-11-21 to 2019-11-21	\$92.98
329092F27		2020-01-23 to 2020-01-23	\$92.98
329113R46		2019-10-08 to 2019-10-08	\$92.98
329113R46		2019-11-05 to 2019-11-05	\$92.98
329113R46		2019-11-12 to 2019-11-12	\$92.98
329113R46		2019-12-17 to 2019-12-17	\$92.98
329113R46		2020-01-23 to 2020-01-23	\$297.39
329113R46		2019-10-22 to 2019-10-22	\$148.69
329113R46		2019-10-22 to 2019-10-22	\$92.98
329113R46		2019-12-12 to 2019-12-12	\$92.98
329113R46		2020-01-23 to 2020-01-23	\$92.98
329124J16		2019-10-29 to 2019-10-29	\$92.98
329124J16		2020-02-13 to 2020-02-13	\$64.07
329127H65		2019-10-24 to 2019-10-24	\$609.17
329127H65		2019-11-14 to 2019-11-14	\$92.98
329127H65		2019-12-13 to 2019-12-13	\$691.65
329127H65		2020-01-10 to 2020-01-10	\$751.19
329127H65		2020-01-24 to 2020-01-24	\$751.19
329127H65		2020-03-04 to 2020-03-04	\$64.07
329127H65		2020-03-13 to 2020-03-13	\$444.32
329155R21		2019-10-08 to 2019-10-08	\$148.69
329155R21		2019-10-09 to 2019-10-09	\$92.98
329155R21		2020-01-22 to 2020-01-22	\$64.07
329156G27		2019-11-05 to 2019-11-05	\$297.39
329156G27		2019-12-17 to 2019-12-17	\$297.39
329156G27		2020-01-21 to 2020-01-21	\$297.39
329156G27		2020-02-24 to 2020-02-24	\$92.98
329156G27		2020-02-27 to 2020-02-27	\$297.39
329156G27		2020-03-19 to 2020-03-19	\$796.99
329163X77		2019-10-21 to 2019-10-21	\$92.98
329163X77		2019-10-28 to 2019-10-28	\$92.98
329163X77		2019-11-11 to 2019-11-11	\$5,977.94
329163X77		2019-12-04 to 2019-12-04	\$150.00
329163X77		2020-01-20 to 2020-01-20	\$92.98
329163X77		2020-01-20 to 2020-01-20	\$92.98
329163X77		2019-10-28 to 2019-10-28	\$92.98
329163X77		2019-12-18 to 2019-12-18	\$92.98
329163X77		2020-01-20 to 2020-01-20	\$92.98

<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
329167Z76		2019-11-25 to 2019-11-25	\$92.98
329175F71		2019-10-15 to 2019-10-15	\$64.07
329175F71		2019-10-10 to 2019-10-10	\$92.98
329175F71		2019-10-15 to 2019-10-15	\$92.98
329175F71		2019-12-02 to 2019-12-02	\$92.98
329200K42		2019-11-14 to 2019-11-14	\$148.69
329200K42		2019-12-12 to 2019-12-12	\$92.98
329250Z42		2019-10-10 to 2019-10-10	\$297.39
329301B00		2019-10-14 to 2019-10-14	\$297.39
329301B00		2019-11-13 to 2019-11-13	\$92.98
329333N43		2019-11-05 to 2019-11-05	\$3,387.09
329348F68		2019-10-15 to 2019-10-15	\$92.98
329348F68		2019-10-17 to 2019-10-17	\$297.39
329350J75		2019-11-13 to 2019-11-13	\$268.48
329350J75		2019-12-16 to 2019-12-16	\$297.39
329350J75		2020-01-15 to 2020-01-15	\$297.39
329350J75		2020-02-19 to 2020-02-19	\$297.39
329350J75		2020-03-18 to 2020-03-18	\$297.39
329363J52		2020-01-13 to 2020-01-13	\$353.10
329391V91		2019-10-15 to 2019-10-15	\$297.39
329391V91		2019-11-01 to 2019-11-01	\$64.07
329391V91		2019-11-01 to 2019-11-01	\$762.53
329391V91		2019-11-08 to 2019-11-08	\$815.21
329391V91		2019-11-08 to 2019-11-08	\$64.07
329391V91		2019-12-12 to 2019-12-12	\$92.98
329391V91		2019-12-13 to 2019-12-13	\$691.65
329391V91		2020-01-02 to 2020-01-02	\$17,238.31
329391V91		2020-01-13 to 2020-01-13	\$148.69
329391V91		2020-01-16 to 2020-01-16	\$796.99
329391V91		2020-01-21 to 2020-01-21	\$297.39
329411H67		2019-09-27 to 2019-09-27	\$3,320.12
329411H67		2019-09-27 to 2019-09-27	\$3,320.12
329411H67		2019-10-21 to 2019-10-21	\$297.39
329411H67		2019-12-02 to 2019-12-02	\$297.39
329411H67		2020-01-08 to 2020-01-08	\$92.98
329411H67		2019-10-07 to 2019-10-07	\$594.78
329411H67		2019-12-04 to 2019-12-04	\$92.98
329411H67		2020-01-02 to 2020-01-02	\$297.39
329411H67		2020-02-03 to 2020-02-03	\$297.39
329451G38		2019-10-14 to 2019-10-14	\$297.39
329451G38		2019-11-25 to 2019-11-25	\$92.98
329451G38		2019-12-30 to 2019-12-30	\$92.98
329486W70		2019-10-16 to 2019-10-16	\$92.98
329486W70		2019-12-18 to 2019-12-18	\$92.98
329486W70		2020-02-12 to 2020-02-12	\$64.07
329487G35		2019-10-09 to 2019-10-09	\$297.39
329487G35		2019-11-20 to 2019-11-20	\$297.39
329487G35		2020-01-16 to 2020-01-16	\$297.39
329521Q63		2019-10-10 to 2019-10-10	\$750.00



<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
329527Q57		2019-12-05 to 2019-12-05	\$92.98
329527Q57		2020-01-06 to 2020-01-06	\$65,306.52
329527Q57		2020-01-17 to 2020-01-17	\$150.00
329527Q57		2020-02-06 to 2020-02-06	\$64.07
329527Q57		2020-05-14 to 2020-05-14	\$64.07
329536P12		2019-11-21 to 2019-11-21	\$3,387.09
329597S11		2019-12-09 to 2019-12-09	\$54.74
329597S11		2020-01-18 to 2020-01-18	\$2,470.01
329597S11		2020-01-18 to 2020-01-18	\$371.42
329656Q85		2019-10-10 to 2019-10-10	\$268.48
329674L49		2019-10-14 to 2019-10-14	\$92.98
329677W09		2019-10-10 to 2019-10-10	\$268.48
329677W09		2019-11-19 to 2019-11-19	\$297.39
329677W09		2020-01-09 to 2020-01-09	\$297.39
329778F08		2020-01-16 to 2020-01-16	\$148.69
329778F08		2020-01-28 to 2020-01-28	\$297.39
329778F08		2019-10-15 to 2019-10-15	\$92.98
329778F08		2019-11-26 to 2019-11-26	\$92.98
329778F08		2020-01-27 to 2020-01-27	\$64.07
329778F08		2019-12-05 to 2019-12-05	\$148.69
329778F08		2019-12-13 to 2019-12-13	\$879.28
329778F08		2020-01-21 to 2020-01-21	\$64.07
329778F08		2020-01-23 to 2020-01-23	\$762.53
329778F08		2020-01-23 to 2020-01-23	\$64.07
329778F08		2020-01-28 to 2020-01-28	\$148.69
329789N41		2019-10-10 to 2019-10-10	\$92.98
329789N41		2020-01-16 to 2020-01-16	\$297.39
329794L93		2019-10-12 to 2019-10-12	\$826.60
329794L93		2019-10-21 to 2019-10-21	\$297.39
329794L93		2019-11-04 to 2019-11-04	\$10,050.27
329794L93		2020-01-06 to 2020-01-06	\$297.39
329794L93		2020-02-08 to 2020-02-08	\$606.95
329794L93		2020-02-19 to 2020-02-19	\$297.39
329794L93		2020-02-22 to 2020-02-22	\$606.95
329806X09		2020-02-11 to 2020-02-11	\$405.09
329806X09		2020-03-12 to 2020-03-12	\$148.69
329810N63		2020-01-08 to 2020-01-08	\$353.10
329810N63		2020-02-03 to 2020-02-03	\$297.39
329810N63		2020-02-27 to 2020-02-27	\$148.69
329810N63		2020-02-27 to 2020-02-27	\$148.69
329861R64		2019-10-31 to 2019-10-31	\$297.39
329861R64		2019-11-14 to 2019-11-14	\$148.69
329861R64		2019-12-05 to 2019-12-05	\$297.39
329861R64		2020-01-16 to 2020-01-16	\$297.39
329861R64		2020-03-09 to 2020-03-09	\$297.39
329861R64		2020-04-29 to 2020-04-29	\$92.98
329903B71		2020-03-03 to 2020-03-03	\$297.39
329912K14		2019-10-17 to 2019-10-17	\$92.98
329912K14		2020-01-22 to 2020-01-22	\$92.98



<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
329912K14		2020-03-12 to 2020-03-12	\$64.07
329913P35		2019-10-21 to 2019-10-21	\$148.69
329913P35		2019-12-02 to 2019-12-02	\$92.98
329913P35		2020-01-09 to 2020-01-09	\$92.98
329913P35		2020-02-13 to 2020-02-13	\$92.98
329913P35		2019-11-04 to 2019-11-04	\$297.39
329913P35		2019-12-13 to 2019-12-13	\$297.39
329913P35		2020-01-15 to 2020-01-15	\$297.39
329913P35		2020-02-11 to 2020-02-11	\$148.69
329913P35		2020-02-28 to 2020-02-28	\$297.39
329913P35		2020-04-22 to 2020-04-22	\$92.98
329913P35		2020-06-04 to 2020-06-04	\$10,368.64
329974R98		2019-12-02 to 2019-12-02	\$148.69
329974R98		2019-12-29 to 2019-12-29	\$691.65
329974R98		2019-12-02 to 2019-12-02	\$148.69
329974R98		2019-12-29 to 2019-12-29	\$879.28
329978J71		2019-10-14 to 2019-10-14	\$297.39
329978J71		2019-10-15 to 2019-10-15	\$148.69
329978J71		2019-10-24 to 2019-10-24	\$826.60
329978J71		2019-10-29 to 2019-10-29	\$92.98
329978J71		2019-10-30 to 2019-10-30	\$148.69
329978J71		2019-11-18 to 2019-11-18	\$297.39
329978J71		2019-12-30 to 2019-12-30	\$92.98
329978J71		2020-03-09 to 2020-03-09	\$268.48
329992T71		2019-11-03 to 2019-11-03	\$64.07
329992T71		2019-11-12 to 2019-11-12	\$297.39
329992T71		2020-01-07 to 2020-01-07	\$297.39
329992T71		2020-02-19 to 2020-02-19	\$268.48
32B0041Z4		2019-11-04 to 2019-11-04	\$297.39
32B0041Z4		2019-11-05 to 2019-11-05	\$148.69
32B0041Z4		2019-11-13 to 2019-11-13	\$885.96
32B0041Z4		2019-12-18 to 2019-12-18	\$297.39
32B0041Z4		2020-02-14 to 2020-02-14	\$297.39
32B0041Z4		2020-04-29 to 2020-04-29	\$92.98
32B0112L9		2019-11-06 to 2019-11-06	\$92.98
32B0455L0		2019-10-21 to 2019-10-21	\$297.39
32B0455L0		2020-01-06 to 2020-01-06	\$297.39
32B0628V7		2019-10-15 to 2019-10-15	\$148.69
32B0628V7		2019-11-20 to 2019-11-20	\$92.98
32B0628V7		2019-12-23 to 2019-12-23	\$297.39
32B0628V7		2020-01-20 to 2020-01-20	\$297.39
32B0628V7		2020-02-17 to 2020-02-17	\$297.39
32B0628V7		2020-03-18 to 2020-03-18	\$297.39
32B0628V7		2020-04-30 to 2020-04-30	\$92.98
32B0778N1		2019-10-16 to 2019-10-16	\$297.39
32B0778N1		2019-11-20 to 2019-11-20	\$148.69
32B0778N1		2019-11-27 to 2019-11-27	\$92.98
32B0778N1		2020-02-06 to 2020-02-06	\$297.39
32B0855L6		2019-11-20 to 2019-11-20	\$148.69

<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
32B0855L6		2019-12-04 to 2019-12-04	\$64.07
32B0855L6		2019-12-29 to 2019-12-29	\$879.28
32B0855L6		2020-01-07 to 2020-01-07	\$148.69
32B0855L6		2020-01-15 to 2020-01-15	\$297.39
32B0964C5		2019-11-11 to 2019-11-11	\$3,387.09
32B1000Q9		2019-10-02 to 2019-10-02	\$297.39
32B1000Q9		2019-12-04 to 2019-12-04	\$54.74
32B1000Q9		2020-01-02 to 2020-01-02	\$297.39
32B1002C9		2019-09-23 to 2019-09-23	\$236.94
32B1002C9		2019-11-11 to 2019-11-11	\$92.98
32B1009V2		2019-10-21 to 2019-10-21	\$297.39
32B1009V2		2019-12-03 to 2019-12-03	\$54.74
32B1009V2		2019-12-09 to 2019-12-09	\$92.98
32B1182M4		2020-01-02 to 2020-01-02	\$297.39
32B1182M4		2020-02-03 to 2020-02-03	\$297.39
32B1182M4		2020-02-03 to 2020-02-03	\$181.23
32B1227X7		2020-01-02 to 2020-01-02	\$353.10
32B1385R4		2020-01-09 to 2020-01-09	\$92.98
32B1488V0		2019-10-24 to 2019-10-24	\$148.69
32B1488V0		2019-11-09 to 2019-11-09	\$627.58
32B1488V0		2019-11-09 to 2019-11-09	\$64.07
32B1488V0		2019-12-07 to 2019-12-07	\$609.17
32B1488V0		2019-12-09 to 2019-12-09	\$64.07
32B1488V0		2020-01-07 to 2020-01-07	\$148.69
32B1488V0		2020-01-29 to 2020-01-29	\$64.07
32B1488V0		2020-02-06 to 2020-02-06	\$534.76
32B1488V0		2020-02-11 to 2020-02-11	\$92.98
32B1488V0		2020-02-17 to 2020-02-17	\$92.98
32B1488V0		2020-03-05 to 2020-03-05	\$796.99
32B1488V0		2020-03-17 to 2020-03-17	\$92.98
32B1488V0		2020-05-04 to 2020-05-04	\$92.98
32B1488V0		2020-05-11 to 2020-05-11	\$92.98
32B1488V0		2020-06-08 to 2020-06-08	\$92.98
32B1669D7		2019-10-08 to 2019-10-08	\$92.98
32B1669D7		2019-10-21 to 2019-10-21	\$148.69
32B1669D7		2019-11-05 to 2019-11-05	\$148.69
32B1669D7		2019-11-07 to 2019-11-07	\$92.98
32B1669D7		2019-12-02 to 2019-12-02	\$92.98
32B1669D7		2019-12-10 to 2019-12-10	\$92.98
32B1669D7		2019-12-16 to 2019-12-16	\$48,806.52
32B1669D7		2020-01-07 to 2020-01-07	\$150.00
32B1669D7		2020-01-09 to 2020-01-09	\$92.98
32B1669D7		2020-02-20 to 2020-02-20	\$297.39
32B1669D7		2020-03-17 to 2020-03-17	\$92.98
32B1892T7		2019-11-21 to 2019-11-21	\$3,387.09
32B1920V7		2019-10-16 to 2019-10-16	\$148.69
32B2093X3		2019-12-04 to 2019-12-04	\$64.07
32B2093X3		2020-01-09 to 2020-01-09	\$92.98
32B2093X3		2019-10-22 to 2019-10-22	\$92.98

<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
32B2093X3		2019-12-17 to 2019-12-17	\$297.39
32B2267B7		2019-10-08 to 2019-10-08	\$148.69
32B2267B7		2019-10-21 to 2019-10-21	\$148.69
32B2267B7		2019-10-30 to 2019-10-30	\$92.98
32B2267B7		2019-11-17 to 2019-11-17	\$870.18
32B2267B7		2019-11-17 to 2019-11-17	\$64.07
32B2267B7		2019-12-01 to 2019-12-01	\$879.28
32B2267B7		2019-12-10 to 2019-12-10	\$64.07
32B2267B7		2019-12-18 to 2019-12-18	\$92.98
32B2267B7		2020-01-24 to 2020-01-24	\$728.27
32B2267B7		2020-02-07 to 2020-02-07	\$421.37
32B2267B7		2020-02-12 to 2020-02-12	\$92.98
32B2267B7		2020-02-28 to 2020-02-28	\$606.95
32B2267B7		2020-03-09 to 2020-03-09	\$148.69
32B2267B7		2020-03-11 to 2020-03-11	\$64.07
32B2267B7		2020-03-11 to 2020-03-11	\$92.98
32B2267B7		2020-03-27 to 2020-03-27	\$8,117.18
32B2389F9		2019-09-30 to 2019-09-30	\$4,065.42
32B2389F9		2019-10-10 to 2019-10-10	\$148.69
32B2389F9		2019-11-11 to 2019-11-11	\$7,698.03
32B2389F9		2019-11-21 to 2019-11-21	\$150.00
32B2389F9		2019-12-19 to 2019-12-19	\$92.98
32B2389F9		2020-02-04 to 2020-02-04	\$64.07
32B2389F9		2019-09-30 to 2019-09-30	\$1,959.82
32B2389F9		2019-12-19 to 2019-12-19	\$92.98
32B2389F9		2020-02-04 to 2020-02-04	\$64.07
32B2598C1		2019-10-23 to 2019-10-23	\$148.69
32B2598C1		2019-10-24 to 2019-10-24	\$3,320.12
32B2598C1		2019-11-07 to 2019-11-07	\$92.98
32B2598C1		2019-12-05 to 2019-12-05	\$92.98
32B2598C1		2020-01-07 to 2020-01-07	\$297.39
32B2598C1		2020-02-05 to 2020-02-05	\$297.39
32B2735W9		2019-10-31 to 2019-10-31	\$297.39
32B2735W9		2020-01-22 to 2020-01-22	\$148.69
32B2735W9		2020-02-18 to 2020-02-18	\$92.98
32B2735W9		2019-10-31 to 2019-10-31	\$92.98
32B2735W9		2020-02-18 to 2020-02-18	\$92.98
32B2792D6		2019-11-11 to 2019-11-11	\$3,386.62
32B3124V2		2019-10-10 to 2019-10-10	\$297.39
32B3124V2		2019-10-22 to 2019-10-22	\$148.69
32B3152M9		2019-10-08 to 2019-10-08	\$148.69
32B3152M9		2019-11-07 to 2019-11-07	\$92.98
32B3152M9		2019-11-09 to 2019-11-09	\$762.53
32B3152M9		2019-11-09 to 2019-11-09	\$92.98
32B3152M9		2019-12-10 to 2019-12-10	\$148.69
32B3152M9		2020-01-02 to 2020-01-02	\$92.98
32B3152M9		2020-05-12 to 2020-05-12	\$64.07
32B3165W8		2019-11-07 to 2019-11-07	\$92.98
32B3165W8		2019-11-13 to 2019-11-13	\$148.69

<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
32B3165W8		2019-11-25 to 2019-11-25	\$3,387.09
32B3165W8		2020-01-23 to 2020-01-23	\$92.98
32B3165W8		2020-05-28 to 2020-05-28	\$64.07
32B3165W8		2019-11-07 to 2019-11-07	\$92.98
32B3165W8		2019-11-13 to 2019-11-13	\$148.69
32B3165W8		2019-11-25 to 2019-11-25	\$3,387.09
32B3165W8		2020-01-23 to 2020-01-23	\$92.98
32B3165W8		2020-05-28 to 2020-05-28	\$64.07
32B3412X7		2019-10-15 to 2019-10-15	\$297.39
32B3412X7		2019-12-03 to 2019-12-03	\$297.39
32B3412X7		2020-01-23 to 2020-01-23	\$92.98
32B3434M4		2019-11-20 to 2019-11-20	\$92.98
32B3434M4		2020-01-16 to 2020-01-16	\$92.98
32B3434M4		2020-05-14 to 2020-05-14	\$64.07
32B3434M4		2019-11-08 to 2019-11-08	\$148.69
32B3434M4		2019-11-20 to 2019-11-20	\$92.98
32B3434M4		2020-01-16 to 2020-01-16	\$92.98
32B3434M4		2020-01-21 to 2020-01-21	\$148.69
32B3434M4		2020-05-14 to 2020-05-14	\$64.07
32B3452L4		2019-10-16 to 2019-10-16	\$297.39
32B3452L4		2019-10-31 to 2019-10-31	\$148.69
32B3452L4		2019-11-21 to 2019-11-21	\$297.39
32B3452L4		2019-12-17 to 2019-12-17	\$148.69
32B3452L4		2019-12-30 to 2019-12-30	\$297.39
32B3452L4		2020-02-07 to 2020-02-07	\$92.98
32B3452L4		2020-03-18 to 2020-03-18	\$297.39
32B3452L4		2020-05-11 to 2020-05-11	\$92.98
32B3458B0		2019-10-15 to 2019-10-15	\$297.39
32B3458B0		2019-10-21 to 2019-10-21	\$148.69
32B3458B0		2019-10-23 to 2019-10-23	\$148.69
32B3458B0		2019-10-28 to 2019-10-28	\$148.69
32B3458B0		2019-11-19 to 2019-11-19	\$297.39
32B3458B0		2019-11-21 to 2019-11-21	\$367.75
32B3458B0		2020-02-25 to 2020-02-25	\$297.39
32B3532H7		2019-10-29 to 2019-10-29	\$150.00
32B3532H7		2019-11-04 to 2019-11-04	\$92.98
32B3532H7		2019-11-25 to 2019-11-25	\$148.69
32B3532H7		2019-12-10 to 2019-12-10	\$92.98
32B3532H7		2019-11-13 to 2019-11-13	\$3,387.09
32B3532H7		2019-12-09 to 2019-12-09	\$297.39
32B3532H7		2019-10-16 to 2019-10-16	\$92.98
32B3860T5		2019-11-12 to 2019-11-12	\$1,750.62
32B3951P1		2019-10-28 to 2019-10-28	\$92.98
32B3951P1		2019-11-14 to 2019-11-14	\$148.69
32B3951P1		2019-11-26 to 2019-11-26	\$148.69
32B3951P1		2019-12-09 to 2019-12-09	\$297.39
32B3951P1		2019-12-13 to 2019-12-13	\$609.17
32B3951P1		2020-01-14 to 2020-01-14	\$92.98
32B3951P1		2020-01-14 to 2020-01-14	\$54.74

<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
32B3951P1		2020-01-23 to 2020-01-23	\$297.39
32B3951P1		2020-02-27 to 2020-02-27	\$297.39
32B4372W2		2019-10-04 to 2019-10-04	\$148.69
32B4372W2		2019-11-18 to 2019-11-18	\$297.39
32B4372W2		2020-01-02 to 2020-01-02	\$92.98
32B4372W2		2020-01-23 to 2020-01-23	\$148.69
32B4372W2		2020-05-14 to 2020-05-14	\$297.39
32B4383T6		2019-12-04 to 2019-12-04	\$148.69
32B4383T6		2020-01-15 to 2020-01-15	\$92.98
32B4383T6		2020-02-17 to 2020-02-17	\$148.69
32B4383T6		2020-03-11 to 2020-03-11	\$64.07
32B4383T6		2020-05-20 to 2020-05-20	\$64.07
32B4449V6		2019-11-25 to 2019-11-29	\$3,387.09
32B4527B2		2019-09-18 to 2019-09-18	\$148.69
32B4527B2		2019-12-03 to 2019-12-03	\$148.69
32B4527B2		2019-12-15 to 2019-12-15	\$609.17
32B4527B2		2020-02-25 to 2020-02-25	\$92.98
32B4534B8		2019-10-22 to 2019-10-22	\$92.98
32B4534B8		2019-10-23 to 2019-10-23	\$148.69
32B4534B8		2019-12-03 to 2019-12-03	\$92.98
32B4534B8		2020-01-26 to 2020-01-26	\$612.04
32B4534B8		2020-02-09 to 2020-02-09	\$606.95
32B4534B8		2020-02-23 to 2020-02-23	\$472.90
32B4534B8		2020-02-27 to 2020-02-27	\$92.98
32B4534B8		2020-04-05 to 2020-04-05	\$444.32
32B4949F0		2019-12-23 to 2019-12-23	\$353.10
32B4949F0		2020-01-20 to 2020-01-20	\$92.98
32B4949F0		2019-12-17 to 2019-12-17	\$353.10
32B4949F0		2020-01-09 to 2020-01-09	\$148.69
32B4949F0		2020-01-15 to 2020-01-15	\$297.39
32B4949F0		2020-02-17 to 2020-02-17	\$297.39
32B4949F0		2020-05-13 to 2020-05-13	\$297.39
32B4949F0		2020-05-21 to 2020-05-21	\$148.69
32B5170R5		2019-11-14 to 2019-11-14	\$148.69
32B5534H4		2019-12-09 to 2019-12-09	\$148.69
32B5534H4		2020-01-11 to 2020-01-11	\$545.10
32B5534H4		2020-01-11 to 2020-01-11	\$64.07
32B5534H4		2020-01-23 to 2020-01-23	\$148.69
32B5534H4		2020-03-10 to 2020-03-10	\$92.98
32B5534H4		2020-06-01 to 2020-06-01	\$64.07
32B5534H4		2019-10-24 to 2019-10-24	\$148.69
32B5534H4		2019-11-04 to 2019-11-04	\$148.69
32B5534H4		2019-11-12 to 2019-11-12	\$148.69
32B5534H4		2019-12-07 to 2019-12-07	\$691.65
32B5534H4		2020-01-11 to 2020-01-11	\$64.07
32B5534H4		2020-01-11 to 2020-01-11	\$545.10
32B5534H4		2020-01-28 to 2020-01-28	\$148.69
32B5534H4		2020-03-10 to 2020-03-10	\$92.98
32B5534H4		2020-05-11 to 2020-05-11	\$92.98

<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
32B5595L4		2019-11-20 to 2019-11-20	\$268.48
32B5595L4		2020-01-09 to 2020-01-09	\$297.39
32B5595L4		2020-02-11 to 2020-02-11	\$148.69
32B5595L4		2020-02-13 to 2020-02-13	\$92.98
32B5701H1		2019-11-12 to 2019-11-12	\$92.98
32B5701H1		2019-12-02 to 2019-12-02	\$148.69
32B5701H1		2019-12-19 to 2019-12-19	\$92.98
32B5701H1		2020-01-11 to 2020-01-11	\$815.21
32B5701H1		2020-01-11 to 2020-01-11	\$64.07
32B5701H1		2020-01-23 to 2020-01-23	\$297.39
32B5701H1		2020-02-06 to 2020-02-06	\$554.27
32B5701H1		2020-02-20 to 2020-02-20	\$726.05
32B5701H1		2020-02-24 to 2020-02-24	\$92.98
32B5701H1		2020-03-05 to 2020-03-05	\$377.86
32B5701H1		2020-03-12 to 2020-03-12	\$92.98
32B5701H1		2020-05-28 to 2020-05-28	\$377.86
32B6033K7		2019-10-25 to 2019-10-25	\$148.69
32B6033K7		2020-01-28 to 2020-01-28	\$92.98
32B6033K7		2019-10-02 to 2019-10-02	\$148.69
32B6033K7		2020-01-28 to 2020-01-28	\$92.98
32B6243B9		2019-12-10 to 2019-12-10	\$148.69
32B6243B9		2020-01-09 to 2020-01-09	\$1,695.00
32B6243B9		2020-01-09 to 2020-01-09	\$305.00
32B6243B9		2020-01-09 to 2020-01-09	\$127.41
32B6243B9		2020-01-13 to 2020-01-13	\$92.98
32B6243B9		2020-01-30 to 2020-01-30	\$371.42
32B6243B9		2020-01-30 to 2020-01-30	\$2,414.30
32B6243B9		2020-02-15 to 2020-02-15	\$2,414.30
32B6243B9		2020-02-15 to 2020-02-15	\$371.42
32B6395B2		2019-10-22 to 2019-10-22	\$148.69
32B6418Z4		2019-11-27 to 2019-11-27	\$148.69
32B6418Z4		2019-11-13 to 2019-11-13	\$148.69
32B6418Z4		2019-11-21 to 2019-11-21	\$545.10
32B6418Z4		2019-11-21 to 2019-11-21	\$64.07
32B6565M0		2019-11-18 to 2019-11-18	\$297.39
32B6565M0		2019-11-21 to 2019-11-21	\$3,387.09
32B6565M0		2019-12-19 to 2019-12-19	\$297.39
32B6565M0		2020-01-23 to 2020-01-23	\$297.39
32B6808J6		2019-10-09 to 2019-10-09	\$148.69
32B6808J6		2020-01-27 to 2020-01-27	\$297.39
32B6808J6		2019-10-09 to 2019-10-09	\$353.10
32B6808J6		2019-12-02 to 2019-12-02	\$92.98
32B6808J6		2020-01-22 to 2020-01-22	\$297.39
32B6808J6		2020-02-18 to 2020-02-18	\$54.73
32B6808J6		2020-02-24 to 2020-02-24	\$297.39
32B6808J6		2020-02-26 to 2020-02-26	\$148.69
32B6808J6		2019-10-09 to 2019-10-09	\$353.10
32B6808J6		2019-11-25 to 2019-11-25	\$268.48
32B6808J6		2020-01-08 to 2020-01-08	\$92.98

<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
32B6808J6		2020-01-15 to 2020-01-15	\$54.74
32B6808J6		2020-02-26 to 2020-02-26	\$148.69
32B6824G7		2019-10-21 to 2019-10-21	\$148.69
32B6824G7		2019-11-22 to 2019-11-22	\$297.39
32B6824G7		2019-12-17 to 2019-12-17	\$148.69
32B6824G7		2020-01-09 to 2020-01-09	\$148.69
32B6824G7		2020-01-09 to 2020-01-09	\$148.69
32B6824G7		2020-01-13 to 2020-01-13	\$297.39
32B6824G7		2020-02-24 to 2020-02-24	\$297.39
32B6824G7		2019-10-28 to 2019-10-28	\$148.69
32B6824G7		2020-01-16 to 2020-01-16	\$148.69
32B6824G7		2020-01-21 to 2020-01-21	\$64.07
32B6826J0		2019-11-05 to 2019-11-05	\$3,387.09
32B6946R0		2019-10-29 to 2019-10-29	\$148.69
32B6946R0		2019-10-31 to 2019-10-31	\$148.69
32B6946R0		2019-11-01 to 2019-11-01	\$1,773.92
32B6946R0		2019-11-11 to 2019-11-11	\$297.39
32B6946R0		2019-11-26 to 2019-11-26	\$92.98
32B6946R0		2019-12-03 to 2019-12-03	\$92.98
32B6946R0		2019-12-04 to 2019-12-04	\$54.74
32B6946R0		2019-12-11 to 2019-12-11	\$297.39
32B6946R0		2020-01-13 to 2020-01-13	\$297.39
32B7347D2		2019-11-26 to 2019-11-26	\$3,387.09
32B7662S9		2019-10-15 to 2019-10-15	\$148.69
32B7662S9		2019-10-15 to 2019-10-15	\$148.69
32B7662S9		2019-12-09 to 2019-12-09	\$148.69
32B7662S9		2019-12-11 to 2019-12-11	\$297.39
32B7674M3		2019-12-23 to 2019-12-23	\$148.69
32B7674M3		2020-05-27 to 2020-05-27	\$297.39
32B7674M3		2020-05-28 to 2020-05-28	\$148.69
32B7674M3		2020-02-25 to 2020-02-25	\$405.09
32B7674M3		2020-05-21 to 2020-05-21	\$148.69
32B7689Q3		2019-10-31 to 2019-10-31	\$148.69
32B7689Q3		2019-11-14 to 2019-11-14	\$3,387.09
32B7862J4		2019-10-21 to 2019-10-21	\$148.69
32B7862J4		2019-11-12 to 2019-11-12	\$3,387.09
32B7862J4		2020-01-27 to 2020-01-27	\$92.98
32B7862J4		2020-03-26 to 2020-03-26	\$64.07
32B7866Z4		2019-11-12 to 2019-11-12	\$3,387.09
32B7866Z4		2019-12-09 to 2019-12-09	\$92.98
32B7866Z4		2019-12-19 to 2019-12-19	\$54.74
32B7866Z4		2019-12-23 to 2019-12-23	\$148.69
32B7866Z4		2020-02-05 to 2020-02-05	\$92.98
32B7927Q4		2019-11-19 to 2019-11-19	\$92.98
32B7927Q4		2019-12-26 to 2019-12-26	\$64.07
32B7927Q4		2019-11-19 to 2019-11-19	\$92.98
32B7927Q4		2019-11-21 to 2019-11-21	\$148.69
32B7927Q4		2019-12-10 to 2019-12-10	\$148.69
32B7927Q4		2019-12-26 to 2019-12-26	\$92.98



<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
32B7927Q4		2020-01-16 to 2020-01-16	\$92.98
32B7927Q4		2020-02-04 to 2020-02-04	\$92.98
32B7933V0		2019-10-29 to 2019-10-29	\$148.69
32B7933V0		2019-12-10 to 2019-12-10	\$297.39
32B7933V0		2019-12-10 to 2019-12-10	\$148.69
32B7933V0		2020-01-14 to 2020-01-14	\$297.39
32B7933V0		2020-02-20 to 2020-02-20	\$297.39
32B7933V0		2020-03-26 to 2020-03-26	\$92.98
32B7941P2		2019-10-16 to 2019-10-16	\$148.69
32B7941P2		2019-11-12 to 2019-11-12	\$148.69
32B7941P2		2019-11-20 to 2019-11-20	\$297.39
32B7941P2		2019-11-26 to 2019-11-26	\$92.98
32B7941P2		2019-12-03 to 2019-12-03	\$148.69
32B7941P2		2019-12-18 to 2019-12-18	\$297.39
32B7941P2		2020-01-22 to 2020-01-22	\$92.98
32B7941P2		2020-01-22 to 2020-01-22	\$297.39
32B7941P2		2020-02-24 to 2020-02-24	\$297.39
32B8416R1		2019-11-14 to 2019-11-14	\$3,387.09
32B8416R1		2019-11-12 to 2019-11-12	\$1,779.09
32B8513B0		2019-10-30 to 2019-10-30	\$142.62
32B8513B0		2019-12-31 to 2019-12-31	\$92.98
32B8513B0		2020-01-14 to 2020-01-14	\$148.69
32B8513B0		2020-02-19 to 2020-02-19	\$92.98
32B8513B0		2020-06-09 to 2020-06-09	\$64.07
32B8548S7		2020-01-08 to 2020-01-08	\$353.10
32B8548S7		2020-01-13 to 2020-01-13	\$353.10
32B8548S7		2020-01-08 to 2020-01-08	\$353.10
32B8654W7		2020-02-19 to 2020-02-19	\$297.39
32B8829D2		2019-12-18 to 2019-12-18	\$148.69
32B8829D2		2020-01-08 to 2020-01-08	\$92.98
32B8829D2		2020-01-28 to 2020-01-28	\$150.00
32B8829D2		2020-02-18 to 2020-02-18	\$297.39
32B8829D2		2020-05-18 to 2020-05-18	\$92.98
32B8849W3		2019-10-24 to 2019-10-24	\$148.69
32B8849W3		2019-11-25 to 2019-11-25	\$148.69
32B8849W3		2019-12-03 to 2019-12-03	\$297.39
32B8849W3		2020-02-11 to 2020-02-11	\$297.39
32B8922N3		2019-10-24 to 2019-10-24	\$148.69
32B8991N3		2019-10-29 to 2019-10-29	\$148.69
32B8991N3		2019-11-26 to 2019-11-26	\$92.98
32B8991N3		2019-12-10 to 2019-12-10	\$148.69
32B8991N3		2020-01-02 to 2020-01-02	\$92.98
32B8991N3		2020-02-06 to 2020-02-06	\$92.98
32B8991N3		2020-02-11 to 2020-02-11	\$148.69
32B8991N3		2020-02-24 to 2020-02-24	\$92.98
32B8991N3		2020-03-10 to 2020-03-10	\$92.98
32B9029B7		2019-11-20 to 2019-11-20	\$3,387.09
32B9040M6		2019-12-12 to 2019-12-12	\$54.74
32B9077C6		2019-10-21 to 2019-10-21	\$353.10



<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
32B9077C6		2019-10-21 to 2019-10-21	\$353.10
32B9077C6		2019-10-21 to 2019-10-21	\$353.10
32B9092R0		2019-10-28 to 2019-10-28	\$236.94
32B9092R0		2019-10-28 to 2019-10-28	\$148.69
32B9092R0		2019-11-26 to 2019-11-26	\$3,387.09
32B9092R0		2019-12-10 to 2019-12-10	\$148.69
32B9092R0		2019-12-10 to 2019-12-10	\$92.98
32B9092R0		2020-01-07 to 2020-01-07	\$148.69
32B9092R0		2020-01-09 to 2020-01-09	\$54.74
32B9092R0		2020-02-10 to 2020-02-10	\$92.98
32B9144C3		2019-11-27 to 2019-11-27	\$1,779.09
32B9144C3		2020-01-13 to 2020-01-13	\$54.74
32B9588K3		2019-11-04 to 2019-11-04	\$3,387.09
32B9588K3		2019-11-04 to 2019-11-04	\$3,387.09
32B9589Z1		2019-10-29 to 2019-10-29	\$353.10
32B9589Z1		2019-11-18 to 2019-11-18	\$3,387.09
32B9777G2		2019-10-31 to 2019-10-31	\$353.10
32B9777G2		2019-10-29 to 2019-10-29	\$148.69
32C0034S7		2019-11-04 to 2019-11-04	\$236.94
32C0034S7		2019-11-04 to 2019-11-04	\$148.69
32C0034S7		2019-11-26 to 2019-11-26	\$3,387.09
32C0034S7		2019-12-02 to 2019-12-02	\$148.69
32C0034S7		2019-12-16 to 2019-12-16	\$92.98
32C0034S7		2020-01-09 to 2020-01-09	\$54.74
32C0034S7		2020-02-24 to 2020-02-24	\$92.98
32C0034S7		2019-11-04 to 2019-11-04	\$236.94
32C0034S7		2019-11-04 to 2019-11-04	\$148.69
32C0034S7		2019-11-20 to 2019-11-20	\$148.69
32C0034S7		2019-11-26 to 2019-11-26	\$3,387.09
32C0034S7		2019-12-10 to 2019-12-10	\$148.69
32C0034S7		2020-01-06 to 2020-01-06	\$92.98
32C0034S7		2020-01-09 to 2020-01-09	\$54.74
32C0034S7		2020-02-10 to 2020-02-10	\$92.98
32C0034S7		2020-04-29 to 2020-04-29	\$92.98
32C0034S7		2020-05-27 to 2020-05-27	\$148.69
32C0099G9		2019-11-19 to 2019-11-19	\$148.69
32C0099G9		2019-12-20 to 2019-12-20	\$148.69
32C0099G9		2019-12-24 to 2019-12-24	\$297.39
32C0099G9		2020-01-16 to 2020-01-16	\$54.74
32C0099G9		2020-02-04 to 2020-02-04	\$204.41
32C0099G9		2020-02-04 to 2020-02-04	\$92.98
32C0099G9		2020-03-10 to 2020-03-10	\$297.39
32C0099G9		2020-03-24 to 2020-03-24	\$148.69
32C0099G9		2020-04-16 to 2020-04-16	\$297.39
32C0099G9		2020-05-14 to 2020-05-14	\$297.39
32C0154L3		2019-11-14 to 2019-11-14	\$193.64
32C0154L3		2019-12-17 to 2019-12-17	\$92.98
32C0154L3		2020-01-23 to 2020-01-23	\$92.98
32C0154L3		2020-03-06 to 2020-03-06	\$148.69

<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
32C0257W1		2019-10-21 to 2019-10-21	\$353.10
32C0257W1		2019-11-18 to 2019-11-18	\$297.39
32C0257W1		2019-12-19 to 2019-12-19	\$297.39
32C0257W1		2020-01-02 to 2020-01-02	\$148.69
32C0257W1		2020-01-20 to 2020-01-20	\$297.39
32C0257W1		2020-01-22 to 2020-01-22	\$148.69
32C0257W1		2020-01-29 to 2020-01-29	\$54.74
32C0257W1		2020-02-24 to 2020-02-24	\$297.39
32C0267N9		2019-10-29 to 2019-10-29	\$353.10
32C0267N9		2019-11-27 to 2019-11-27	\$148.69
32C0267N9		2019-12-03 to 2019-12-03	\$92.98
32C0267N9		2019-12-17 to 2019-12-17	\$148.69
32C0267N9		2020-01-16 to 2020-01-16	\$92.98
32C0267N9		2020-02-18 to 2020-02-18	\$92.98
32C0267N9		2020-05-19 to 2020-05-19	\$92.98
32C0298Q6		2019-11-11 to 2019-11-11	\$148.69
32C0298Q6		2020-01-14 to 2020-01-14	\$148.69
32C0298Q6		2020-02-12 to 2020-02-12	\$92.98
32C0298Q6		2020-02-12 to 2020-02-12	\$54.73
32C0298Q6		2020-02-29 to 2020-02-29	\$5,982.53
32C0298Q6		2020-03-09 to 2020-03-09	\$15.00
32C0298Q6		2020-03-09 to 2020-03-09	\$92.98
32C0298Q6		2020-04-15 to 2020-04-15	\$92.98
32C0428L7		2019-10-29 to 2019-10-29	\$148.69
32C0428L7		2019-12-03 to 2019-12-03	\$92.98
32C0428L7		2020-01-09 to 2020-01-09	\$297.39
32C0428L7		2020-02-11 to 2020-02-11	\$268.48
32C0428L7		2020-03-26 to 2020-03-26	\$64.07
32C0589C7		2019-10-17 to 2019-10-17	\$353.10
32C0589C7		2019-11-14 to 2019-11-14	\$148.69
32C0589C7		2019-11-20 to 2019-11-20	\$268.48
32C0589C7		2019-11-22 to 2019-11-22	\$3,387.09
32C0589C7		2020-01-07 to 2020-01-07	\$297.39
32C0589C7		2020-02-04 to 2020-02-04	\$268.48
32C0589C7		2020-04-21 to 2020-04-21	\$297.39
32C0589C7		2020-05-19 to 2020-05-19	\$353.10
32C0679L7		2019-11-27 to 2019-11-27	\$148.69
32C0766C4		2019-11-20 to 2019-11-20	\$353.10
32C0766C4		2019-12-23 to 2019-12-23	\$297.39
32C0766C4		2020-01-27 to 2020-01-27	\$297.39
32C0766C4		2020-01-29 to 2020-01-29	\$54.74
32C0766C4		2020-02-26 to 2020-02-26	\$148.69
32C0766C4		2020-03-02 to 2020-03-02	\$268.48
32C0803Q1		2019-11-11 to 2019-11-11	\$353.10
32C0803Q1		2019-12-17 to 2019-12-17	\$148.69
32C0803Q1		2019-12-19 to 2019-12-19	\$1,783.14
32C0803Q1		2020-01-03 to 2020-01-03	\$627.58
32C0803Q1		2020-01-03 to 2020-01-03	\$64.07
32C0803Q1		2020-01-17 to 2020-01-17	\$609.17

<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
32C0803Q1		2020-01-28 to 2020-01-28	\$54.74
32C0803Q1		2020-02-13 to 2020-02-13	\$268.48
32C0803Q1		2020-02-14 to 2020-02-14	\$534.76
32C0803Q1		2020-02-18 to 2020-02-18	\$148.69
32C0803Q1		2020-02-20 to 2020-02-20	\$371.42
32C0803Q1		2020-02-20 to 2020-02-20	\$2,414.30
32C0803Q1		2020-02-27 to 2020-02-27	\$2,414.30
32C0803Q1		2020-02-27 to 2020-02-27	\$371.42
32C0803Q1		2020-05-28 to 2020-05-28	\$297.39
32C1042H1		2019-11-25 to 2019-11-25	\$148.69
32C1042H1		2019-12-19 to 2019-12-19	\$148.69
32C1042H1		2019-12-27 to 2019-12-27	\$148.69
32C1042H1		2020-01-07 to 2020-01-07	\$297.39
32C1042H1		2020-02-05 to 2020-02-05	\$181.23
32C1042H1		2020-02-12 to 2020-02-12	\$268.48
32C1042H1		2020-05-05 to 2020-05-05	\$353.10
32C1042H1		2020-05-31 to 2020-05-31	\$362.96
32C1042H1		2020-06-02 to 2020-06-02	\$353.10
32C1369R2		2020-01-22 to 2020-01-22	\$297.39
32C1369R2		2020-01-22 to 2020-01-22	\$297.39
32C1369R2		2020-03-26 to 2020-03-26	\$554.27
32C1622R1		2019-11-18 to 2019-11-18	\$353.10
32C1622R1		2020-01-02 to 2020-01-02	\$148.69
32C1622R1		2020-01-02 to 2020-01-02	\$297.39
32C1622R1		2020-01-15 to 2020-01-15	\$54.74
32C1622R1		2020-01-25 to 2020-01-25	\$609.17
32C1639C7		2019-12-20 to 2019-12-20	\$148.69
32C1639C7		2020-01-22 to 2020-01-22	\$150.00
32C1639C7		2020-01-23 to 2020-01-23	\$92.98
32C1639C7		2020-01-27 to 2020-01-27	\$148.69
32C1639C7		2020-02-08 to 2020-02-08	\$554.27
32C1639C7		2020-02-25 to 2020-02-25	\$297.39
32C1639C7		2020-04-02 to 2020-04-02	\$297.39
32C1639C7		2020-05-14 to 2020-05-14	\$297.39
32C1641M8		2019-12-03 to 2019-12-03	\$148.69
32C1641M8		2020-02-18 to 2020-02-18	\$297.39
32C1641M8		2020-03-10 to 2020-03-10	\$148.69
32C1641M8		2020-06-11 to 2020-06-11	\$92.98
32C1671F8		2019-01-13 to 2019-01-13	\$148.69
32C1671F8		2019-11-27 to 2019-11-27	\$148.69
32C1671F8		2019-12-30 to 2019-12-30	\$54.74
32C1671F8		2020-01-07 to 2020-01-07	\$297.39
32C1671F8		2020-01-13 to 2020-01-13	\$148.69
32C1671F8		2020-01-23 to 2020-01-23	\$545.10
32C1671F8		2020-01-23 to 2020-01-23	\$64.07
32C1671F8		2020-02-20 to 2020-02-20	\$297.39
32C1671F8		2020-03-24 to 2020-03-24	\$148.69
32C1671F8		2020-03-26 to 2020-03-26	\$297.39
32C1671F8		2019-11-27 to 2019-11-27	\$148.69

<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
32C1825V6		2019-11-18 to 2019-11-18	\$353.10
32C1825V6		2019-12-16 to 2019-12-16	\$297.39
32C1825V6		2019-12-17 to 2019-12-17	\$148.69
32C1825V6		2019-12-19 to 2019-12-19	\$3,356.38
32C1825V6		2020-01-03 to 2020-01-03	\$609.17
32C1825V6		2020-01-20 to 2020-01-20	\$297.39
32C1825V6		2020-02-18 to 2020-02-18	\$148.69
32C1825V6		2020-02-20 to 2020-02-20	\$268.48
32C1825V6		2020-05-13 to 2020-05-13	\$297.39
32C1841T3		2019-11-07 to 2019-11-07	\$353.10
32C1841T3		2019-12-26 to 2019-12-26	\$92.98
32C1841T3		2020-01-07 to 2020-01-07	\$148.69
32C1841T3		2020-01-21 to 2020-01-21	\$92.98
32C1841T3		2020-01-26 to 2020-01-26	\$826.60
32C1841T3		2020-02-06 to 2020-02-06	\$92.98
32C1841T3		2020-02-09 to 2020-02-09	\$606.95
32C1841T3		2020-02-19 to 2020-02-19	\$92.98
32C1841T3		2019-11-07 to 2019-11-07	\$353.10
32C1841T3		2019-12-11 to 2019-12-11	\$148.69
32C1841T3		2019-12-26 to 2019-12-26	\$92.98
32C1841T3		2020-01-11 to 2020-01-11	\$64.07
32C1841T3		2020-01-11 to 2020-01-11	\$545.10
32C1841T3		2020-02-06 to 2020-02-06	\$92.98
32C1841T3		2020-02-22 to 2020-02-22	\$472.90
32C1842L5		2019-11-21 to 2019-11-21	\$1,750.62
32C2092L2		2019-12-02 to 2019-12-02	\$353.10
32C2092L2		2020-01-02 to 2020-01-02	\$297.39
32C2092L2		2020-03-10 to 2020-03-10	\$297.39
32C2092L2		2020-03-12 to 2020-03-12	\$148.69
32C2092L2		2020-05-13 to 2020-05-13	\$297.39
32C2092L2		2020-06-15 to 2020-06-15	\$297.39
32C2143G9		2019-11-19 to 2019-11-19	\$148.69
32C2143G9		2020-01-09 to 2020-01-09	\$148.69
32C2143G9		2020-02-18 to 2020-02-18	\$297.39
32C2143G9		2020-02-27 to 2020-02-27	\$54.73
32C2383R5		2020-01-07 to 2020-01-07	\$297.39
32C2383R5		2020-01-30 to 2020-01-30	\$54.74
32C2383R5		2020-02-05 to 2020-02-05	\$148.69
32C2383R5		2020-02-06 to 2020-02-06	\$297.39
32C2383R5		2020-02-24 to 2020-02-24	\$148.69
32C2383R5		2020-03-26 to 2020-03-26	\$297.39
32C2383R5		2020-01-07 to 2020-01-07	\$297.39
32C2383R5		2020-01-30 to 2020-01-30	\$54.74
32C2383R5		2020-02-06 to 2020-02-06	\$297.39
32C2383R5		2020-02-24 to 2020-02-24	\$148.69
32C2383R5		2020-03-26 to 2020-03-26	\$297.39
32C2456P0		2019-11-25 to 2019-11-25	\$353.10
32C2456P0		2020-01-20 to 2020-01-20	\$297.39
32C2700T9		2019-11-21 to 2019-11-21	\$364.79

<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
32C2700T9		2020-02-19 to 2020-02-19	\$92.98
32C2700T9		2020-05-20 to 2020-05-20	\$64.07
32C2861R0		2020-01-31 to 2020-01-31	\$54.74
32C3294V9		2019-12-05 to 2019-12-05	\$353.10
32C3294V9		2020-01-07 to 2020-01-07	\$92.98
32C3294V9		2020-02-06 to 2020-02-06	\$92.98
32C3398T5		2020-02-12 to 2020-02-12	\$148.69
32C3398T5		2020-02-23 to 2020-02-23	\$472.90
32C3431K2		2020-01-22 to 2020-01-22	\$148.69
32C3431K2		2020-01-30 to 2020-01-30	\$815.21
32C3431K2		2020-01-30 to 2020-01-30	\$64.07
32C3431K2		2020-03-04 to 2020-03-04	\$64.07
32C3750K7		2019-12-18 to 2019-12-18	\$148.69
32C3750K7		2020-01-23 to 2020-01-23	\$297.39
32C3750K7		2020-01-29 to 2020-01-29	\$148.69
32C3946L8		2019-11-07 to 2019-11-07	\$353.10
32C3946L8		2019-12-09 to 2019-12-09	\$297.39
32C3946L8		2020-01-09 to 2020-01-09	\$3,356.36
32C3946L8		2020-01-09 to 2020-01-09	\$3,356.38
32C3946L8		2020-02-06 to 2020-02-06	\$92.98
32C3946L8		2020-02-11 to 2020-02-11	\$148.69
32C3946L8		2020-02-11 to 2020-02-11	\$54.73
32C3946L8		2020-02-11 to 2020-02-11	\$148.69
32C3946L8		2020-02-18 to 2020-02-18	\$148.69
32C3946L8		2020-02-22 to 2020-02-22	\$2,414.30
32C3946L8		2020-02-22 to 2020-02-22	\$371.42
32C3946L8		2020-02-29 to 2020-02-29	\$2,414.30
32C3946L8		2020-02-29 to 2020-02-29	\$371.42
32C3946L8		2020-05-28 to 2020-05-28	\$297.39
32C4433V0		2019-12-17 to 2019-12-17	\$353.10
32C4604V8		2019-12-31 to 2019-12-31	\$148.69
32C4604V8		2020-02-03 to 2020-02-03	\$148.69
32C4604V8		2020-02-04 to 2020-02-04	\$92.98
32C4604V8		2020-03-06 to 2020-03-06	\$148.69
32C4632F1		2020-02-20 to 2020-02-20	\$3,358.04
32C4632F1		2020-01-09 to 2020-01-09	\$3,356.38
32C4711J4		2019-12-16 to 2019-12-16	\$353.10
32C4711J4		2020-02-24 to 2020-02-24	\$297.39
32C4711J4		2020-05-18 to 2020-05-18	\$297.39
32C4711J4		2020-05-21 to 2020-05-21	\$148.69
32C4724K4		2019-12-11 to 2019-12-11	\$353.10
32C4724K4		2020-01-13 to 2020-01-13	\$297.39
32C4724K4		2020-02-12 to 2020-02-12	\$297.39
32C4724K4		2020-02-13 to 2020-02-13	\$148.69
32C4724K4		2020-03-04 to 2020-03-04	\$148.69
32C4724K4		2020-03-16 to 2020-03-16	\$297.39
32C4724K4		2020-06-02 to 2020-06-02	\$92.98
32C4724K4		2020-06-03 to 2020-06-03	\$148.69
32C4761P6		2020-01-09 to 2020-01-09	\$148.69

<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
32C4761P6		2020-02-13 to 2020-02-13	\$297.39
32C4857C2		2019-12-30 to 2019-12-30	\$353.10
32C5094T9		2019-12-24 to 2019-12-24	\$148.69
32C5094T9		2020-01-30 to 2020-01-30	\$148.69
32C5094T9		2020-02-03 to 2020-02-03	\$148.69
32C5094T9		2020-02-13 to 2020-02-13	\$92.98
32C5094T9		2020-02-13 to 2020-02-13	\$554.27
32C5094T9		2020-02-27 to 2020-02-27	\$606.95
32C5094T9		2020-03-09 to 2020-03-09	\$54.73
32C5094T9		2020-03-12 to 2020-03-12	\$472.90
32C5094T9		2020-03-16 to 2020-03-16	\$104.08
32C5094T9		2020-04-05 to 2020-04-05	\$444.32
32C5094T9		2020-04-23 to 2020-04-23	\$297.39
32C5094T9		2020-05-05 to 2020-05-05	\$92.98
32C5094T9		2020-05-21 to 2020-05-21	\$92.98
32C5094T9		2020-06-09 to 2020-06-09	\$868.54
32C5094T9		2020-06-09 to 2020-06-09	\$8,117.18
32C5108P6		2020-01-13 to 2020-01-13	\$148.69
32C5108P6		2020-03-12 to 2020-03-12	\$148.69
32C5108P6		2020-01-13 to 2020-01-13	\$148.69
32C5108P6		2020-02-13 to 2020-02-13	\$297.39
32C5108P6		2020-03-12 to 2020-03-12	\$148.69
32C5108P6		2020-06-10 to 2020-06-10	\$92.98
32C5108P6		2020-01-06 to 2020-01-06	\$148.69
32C5108P6		2020-01-29 to 2020-01-29	\$148.69
32C5108P6		2020-02-18 to 2020-02-18	\$297.39
32C5368W0		2019-12-31 to 2019-12-31	\$148.69
32C5368W0		2020-02-06 to 2020-02-06	\$297.39
32C5368W0		2020-02-10 to 2020-02-10	\$148.69
32C5368W0		2020-02-13 to 2020-02-13	\$54.73
32C5368W0		2020-02-22 to 2020-02-22	\$554.27
32C5368W0		2020-03-10 to 2020-03-10	\$297.39
32C5651J4		2020-05-07 to 2020-05-07	\$64.07
32C5707D2		2020-02-26 to 2020-02-26	\$148.69
32C5707D2		2020-03-11 to 2020-03-11	\$148.69
32C5765M8		2020-01-02 to 2020-01-02	\$353.10
32C5765M8		2020-02-06 to 2020-02-06	\$54.73
32C5765M8		2020-02-13 to 2020-02-13	\$148.69
32C5765M8		2020-01-02 to 2020-01-02	\$353.10
32C5765M8		2020-02-05 to 2020-02-05	\$297.39
32C5782X7		2020-01-24 to 2020-01-24	\$1,640.50
32C5782X7		2020-01-24 to 2020-01-24	\$1,762.15
32C5863H7		2020-01-09 to 2020-01-09	\$353.10
32C5863H7		2020-01-23 to 2020-01-23	\$1,789.19
32C5863H7		2020-02-10 to 2020-02-10	\$148.69
32C5863H7		2020-02-18 to 2020-02-18	\$148.69
32C5863H7		2020-02-25 to 2020-02-25	\$54.73
32C5863H7		2020-02-25 to 2020-02-25	\$148.69
32C5863H7		2020-03-09 to 2020-03-09	\$268.48

<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
32C5863H7		2020-05-13 to 2020-05-13	\$297.39
32C5863H7		2020-06-02 to 2020-06-02	\$92.98
32C5863H7		2020-01-13 to 2020-01-13	\$353.10
32C5863H7		2020-01-23 to 2020-01-23	\$3,402.65
32C5863H7		2020-02-17 to 2020-02-17	\$297.39
32C5863H7		2020-03-03 to 2020-03-03	\$148.69
32C5863H7		2020-03-09 to 2020-03-09	\$64.07
32C5863H7		2020-03-10 to 2020-03-10	\$148.69
32C5863H7		2020-03-10 to 2020-03-10	\$54.73
32C5863H7		2020-05-13 to 2020-05-13	\$353.10
32C5863H7		2020-05-26 to 2020-05-26	\$5,982.53
32C5863H7		2020-05-26 to 2020-05-26	\$640.13
32C5863H7		2020-06-02 to 2020-06-02	\$15.00
32C5902L5		2020-01-23 to 2020-01-23	\$148.69
32C5902L5		2020-03-09 to 2020-03-09	\$148.69
32C5902L5		2020-03-11 to 2020-03-11	\$54.73
32C5902L5		2020-03-12 to 2020-03-12	\$297.39
32C5902L5		2020-04-23 to 2020-04-23	\$92.98
32C5902L5		2020-05-27 to 2020-05-27	\$297.39
32C6063X0		2020-02-04 to 2020-02-04	\$148.69
32C6063X0		2020-02-06 to 2020-02-06	\$92.98
32C6063X0		2020-02-11 to 2020-02-11	\$148.69
32C6063X0		2020-03-05 to 2020-03-05	\$606.95
32C6063X0		2020-03-10 to 2020-03-10	\$297.39
32C6063X0		2020-03-19 to 2020-03-19	\$606.95
32C6063X0		2020-05-07 to 2020-05-07	\$92.98
32C6063X0		2020-05-13 to 2020-05-13	\$64.07
32C6063X0		2020-05-22 to 2020-05-22	\$472.90
32C6063X0		2020-06-11 to 2020-06-11	\$92.98
32C6449L0		2019-12-19 to 2020-01-20	\$650.49
32C6449L0		2019-12-19 to 2020-01-20	\$650.49
32C6540G4		2020-01-09 to 2020-01-09	\$148.69
32C6540G4		2020-02-13 to 2020-02-13	\$297.39
32C6540G4		2020-05-21 to 2020-05-21	\$297.39
32C6543S5		2020-01-28 to 2020-01-28	\$3,402.65
32C6547Z1		2020-01-23 to 2020-01-23	\$353.10
32C6547Z1		2020-01-23 to 2020-01-23	\$353.10
32C6800S7		2020-02-03 to 2020-02-03	\$148.69
32C6800S7		2020-04-15 to 2020-04-15	\$92.98
32C7423C9		2020-01-28 to 2020-01-28	\$148.69
32C7423C9		2020-06-02 to 2020-06-02	\$297.39
32C7448X4		2020-01-14 to 2020-01-14	\$148.69
32C7448X4		2020-02-27 to 2020-02-27	\$297.39
32C7448X4		2020-03-24 to 2020-03-24	\$148.69
32C7449Q6		2020-03-02 to 2020-03-02	\$148.69
32C7549P1		2020-01-09 to 2020-01-09	\$148.69
32C7549P1		2020-02-11 to 2020-02-11	\$148.69
32C7549P1		2020-02-11 to 2020-02-11	\$297.39
32C7549P1		2020-03-12 to 2020-03-12	\$92.98



<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
32C7549P1		2020-03-26 to 2020-03-26	\$554.27
32C7549P1		2020-04-23 to 2020-04-23	\$92.98
32C7549P1		2020-04-26 to 2020-04-26	\$444.32
32C7549P1		2020-04-28 to 2020-04-28	\$148.69
32C7549P1		2020-05-21 to 2020-05-21	\$7,168.96
32C7549P1		2020-06-03 to 2020-06-03	\$15.00
32C7549P1		2020-06-09 to 2020-06-09	\$297.39
32C7786J5		2020-01-22 to 2020-01-22	\$148.69
32C7786J5		2020-03-09 to 2020-03-09	\$92.98
32C7888S2		2020-01-29 to 2020-01-29	\$353.10
32C7888S2		2020-06-04 to 2020-06-04	\$92.98
32C7888S2		2020-01-29 to 2020-01-29	\$353.10
32C7888S2		2020-03-04 to 2020-03-04	\$297.39
32C7888S2		2020-03-04 to 2020-03-04	\$148.69
32C7888S2		2020-05-07 to 2020-05-07	\$92.98
32C7888S2		2020-06-03 to 2020-06-03	\$148.69
32C7888S2		2020-06-08 to 2020-06-08	\$92.98
32C7888S2		2020-06-11 to 2020-06-11	\$297.39
32C8131J9		2020-01-21 to 2020-01-21	\$148.69
32C8131J9		2020-02-25 to 2020-02-25	\$92.98
32C8131J9		2020-03-03 to 2020-03-03	\$92.98
32C8131J9		2020-04-13 to 2020-04-13	\$64.07
32C8131J9		2020-05-30 to 2020-05-30	\$606.95
32C8525W7		2020-02-06 to 2020-02-06	\$200.68
32C8525W7		2020-03-09 to 2020-03-09	\$148.69
32C8525W7		2020-03-19 to 2020-03-19	\$297.39
32C8525W7		2020-04-23 to 2020-04-23	\$297.39
32C8548G6		2020-01-29 to 2020-01-29	\$148.69
32C8548G6		2020-02-24 to 2020-02-24	\$148.69
32C8548G6		2020-02-26 to 2020-02-26	\$297.39
32C8548G6		2020-03-04 to 2020-03-04	\$148.69
32C8548G6		2020-03-19 to 2020-03-19	\$554.27
32C8548G6		2020-05-06 to 2020-05-06	\$92.98
32C8548G6		2020-05-13 to 2020-05-13	\$64.07
32C8567J3		2020-02-13 to 2020-02-13	\$353.10
32C8567J3		2020-03-12 to 2020-03-12	\$148.69
32C8567J3		2020-05-21 to 2020-05-21	\$148.69
32C8870T3		2020-02-12 to 2020-02-12	\$353.10
32C9027Q1		2020-02-05 to 2020-02-05	\$148.69
32C9027Q1		2020-03-04 to 2020-03-04	\$148.69
32C9027Q1		2020-03-12 to 2020-03-12	\$148.69
32C9027Q1		2020-05-06 to 2020-05-06	\$64.07
32C9170W7		2020-02-11 to 2020-02-11	\$353.10
32C9170W7		2020-03-09 to 2020-03-09	\$148.69
32C9170W7		2020-03-19 to 2020-03-19	\$92.98
32C9170W7		2020-05-19 to 2020-05-19	\$92.98
32C9393D7		2020-03-10 to 2020-03-10	\$148.69
32C9393D7		2020-05-18 to 2020-05-18	\$92.98
32C9979L0		2020-03-02 to 2020-03-02	\$353.10



<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
32C9979L0		2020-04-27 to 2020-04-27	\$92.98
32F0727V6		2020-03-18 to 2020-03-18	\$148.69
32F1019J9		2020-05-05 to 2020-05-05	\$405.09
32F1019J9		2020-06-09 to 2020-06-09	\$353.10
32F1629C9		2020-03-18 to 2020-03-18	\$148.69
32F1629C9		2020-03-18 to 2020-03-18	\$148.69
32F1629C9		2020-04-15 to 2020-04-15	\$92.98
32F1629C9		2020-06-08 to 2020-06-08	\$148.69
32F1629C9		2020-06-10 to 2020-06-10	\$92.98
3302N117S		2019-11-04 to 2019-11-04	\$148.69
3302N117S		2019-11-12 to 2019-11-12	\$297.39
3302N117S		2019-12-10 to 2019-12-10	\$92.98
3302N117S		2020-01-22 to 2020-01-22	\$148.69
3302N117S		2020-01-29 to 2020-01-29	\$297.39
3302N117S		2020-03-03 to 2020-03-03	\$92.98
3302N117S		2020-04-30 to 2020-04-30	\$297.39
33B0336L8		2019-11-12 to 2019-11-12	\$297.39
33B0336L8		2019-12-05 to 2019-12-05	\$148.69
33B0336L8		2020-01-21 to 2020-01-21	\$297.39
33B0336L8		2020-03-04 to 2020-03-04	\$297.39
33B0336L8		2020-03-19 to 2020-03-19	\$92.98
33B0336L8		2020-04-30 to 2020-04-30	\$297.39
33B6560X1		2019-12-18 to 2019-12-18	\$148.69
33B6560X1		2020-01-07 to 2020-01-07	\$92.98
33B6560X1		2020-01-25 to 2020-01-25	\$826.60
33B6560X1		2020-02-22 to 2020-02-22	\$554.27
3803F556V		2019-12-30 to 2019-12-30	\$148.69
3803F556V		2020-02-06 to 2020-02-06	\$297.39
3803F556V		2019-12-30 to 2019-12-30	\$104.08
3803F556V		2020-02-06 to 2020-02-06	\$297.39
3803F556V		2020-02-12 to 2020-02-12	\$148.69
3803F556V		2019-12-30 to 2019-12-30	\$148.69
3803F556V		2020-02-06 to 2020-02-06	\$297.39
3803F556V		2020-03-12 to 2020-03-12	\$148.69
3803F556V		2019-12-30 to 2019-12-30	\$92.98
389007Z93		2019-10-30 to 2019-10-30	\$50.22
38B3960Q9		2019-10-22 to 2019-10-22	\$297.39
38B3960Q9		2019-10-23 to 2019-10-23	\$148.69
38B3960Q9		2019-10-30 to 2019-10-30	\$148.69
38B3960Q9		2020-01-07 to 2020-01-07	\$297.39
38B3960Q9		2020-02-20 to 2020-02-20	\$297.39
38B3960Q9		2020-05-17 to 2020-05-17	\$472.90
38B3960Q9		2020-06-04 to 2020-06-04	\$297.39
38B6902K3		2019-11-11 to 2019-11-11	\$297.39
38B6902K3		2019-12-16 to 2019-12-16	\$92.98
38B6902K3		2020-01-20 to 2020-01-20	\$297.39
38C1178N0		2020-01-02 to 2020-01-02	\$148.69
38C1178N0		2020-01-11 to 2020-01-11	\$64.07
38C1178N0		2020-01-11 to 2020-01-11	\$545.10

<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
38C1178N0		2020-01-25 to 2020-01-25	\$609.17
38C1178N0		2020-02-27 to 2020-02-27	\$297.39
38C1178N0		2020-04-27 to 2020-04-27	\$92.98
38C4634H5		2019-12-31 to 2019-12-31	\$148.69
38C4634H5		2020-02-03 to 2020-02-03	\$297.39
38C4634H5		2020-02-20 to 2020-02-20	\$148.69
38C4634H5		2020-03-04 to 2020-03-04	\$297.39
38C4634H5		2020-03-07 to 2020-03-07	\$472.90
38C4634H5		2020-03-10 to 2020-03-10	\$148.69
38C4634H5		2020-05-06 to 2020-05-06	\$92.98
38C6303H9		2020-01-16 to 2020-01-16	\$148.69
38C6303H9		2020-02-24 to 2020-02-24	\$297.39
38C6303H9		2020-05-11 to 2020-05-11	\$64.07
4002F253T		2019-11-21 to 2019-11-21	\$3,387.09
4002F253T		2019-11-21 to 2019-11-21	\$3,387.09
5202R416K		2019-11-01 to 2019-11-01	\$3,119.44
5202R416K		2019-11-04 to 2019-11-04	\$297.39
5202R416K		2019-12-30 to 2019-12-30	\$297.39
5202R416K		2020-02-10 to 2020-02-10	\$148.69
5202R416K		2020-02-10 to 2020-02-10	\$297.39
5202R416K		2020-03-09 to 2020-03-09	\$297.39
5202R416K		2020-06-02 to 2020-06-02	\$297.39
5202R416K		2019-10-23 to 2019-10-23	\$297.39
5202R416K		2019-11-01 to 2019-11-01	\$3,320.12
5202R416K		2019-11-12 to 2019-11-12	\$148.69
5202R416K		2019-12-19 to 2019-12-19	\$297.39
5202R416K		2020-01-22 to 2020-01-22	\$297.39
5202R416K		2020-01-29 to 2020-01-29	\$54.74
5202R416K		2020-03-09 to 2020-03-09	\$297.39
5202R416K		2020-06-09 to 2020-06-09	\$297.39
5202S822K		2019-11-04 to 2019-11-04	\$3,387.09
5202T522B		2019-10-10 to 2019-10-10	\$148.69
5202T522B		2019-12-11 to 2019-12-11	\$92.98
5202T522B		2020-02-13 to 2020-02-13	\$268.48
5202T522B		2020-03-04 to 2020-03-04	\$148.69
5203Q369S		2019-12-23 to 2019-12-23	\$148.69
5203Q369S		2019-12-23 to 2019-12-23	\$148.69
5203Q369S		2020-01-20 to 2020-01-20	\$148.69
5203Q369S		2020-01-27 to 2020-01-27	\$92.98
5203Q369S		2020-01-28 to 2020-01-28	\$148.69
5203Q369S		2020-02-19 to 2020-02-19	\$54.73
5203Q369S		2020-02-28 to 2020-02-28	\$148.69
5203Q369S		2020-03-02 to 2020-03-02	\$92.98
5203Q369S		2020-03-10 to 2020-03-10	\$5,982.53
5203Q369S		2020-03-10 to 2020-03-10	\$640.13
5203Q369S		2020-04-22 to 2020-04-22	\$92.98
5203Q369S		2020-05-27 to 2020-05-27	\$148.69
5203Q369S		2019-12-23 to 2019-12-23	\$148.69
5203Q369S		2020-01-28 to 2020-01-28	\$148.69

<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
5203V934G		2020-02-13 to 2020-02-13	\$3,253.96
5203W673L		2019-12-04 to 2019-12-04	\$353.10
5203W673L		2020-01-15 to 2020-01-15	\$297.39
5203W673L		2020-02-18 to 2020-02-18	\$268.48
5203W673L		2020-04-28 to 2020-04-28	\$297.39
5203W673L		2020-05-26 to 2020-05-26	\$297.39
5203X345H		2020-01-15 to 2020-01-15	\$148.69
5203X345H		2020-02-20 to 2020-02-20	\$92.98
5203X345H		2020-02-25 to 2020-02-25	\$148.69
5203X345H		2020-03-03 to 2020-03-03	\$54.73
5203X345H		2020-03-26 to 2020-03-26	\$297.39
5204B425Q		2020-01-22 to 2020-01-22	\$148.69
5204B425Q		2020-03-11 to 2020-03-11	\$64.07
5204B425Q		2020-04-21 to 2020-04-21	\$148.69
5204B659V		2020-01-07 to 2020-01-07	\$353.10
5204B659V		2020-01-07 to 2020-01-07	\$353.10
5205F893W		2020-03-16 to 2020-03-16	\$104.08
5205F893W		2020-05-27 to 2020-05-27	\$92.98
5205H348Q		2020-02-25 to 2020-02-25	\$353.10
5205H348Q		2020-04-21 to 2020-04-21	\$353.10
5205H348Q		2020-05-19 to 2020-05-19	\$353.10
5205H348Q		2020-05-20 to 2020-05-20	\$148.69
5205H598J		2020-03-10 to 2020-03-10	\$353.10
5205L021L		2020-03-11 to 2020-03-11	\$148.69
5205L021L		2020-04-22 to 2020-04-22	\$64.07
5205L021L		2020-06-08 to 2020-06-08	\$148.69
5205L021L		2020-06-09 to 2020-06-09	\$148.69
5205L021L		2020-04-29 to 2020-04-29	\$148.69
5205L021L		2020-06-09 to 2020-06-09	\$148.69
5205L266P		2020-03-11 to 2020-03-11	\$353.10
5205L266P		2020-05-07 to 2020-05-07	\$92.98
5205L266P		2020-06-08 to 2020-06-08	\$148.69
5205L266P		2020-06-11 to 2020-06-11	\$297.39
5205L978C		2020-04-15 to 2020-04-15	\$353.10
5205L978C		2020-06-11 to 2020-06-11	\$148.69
5205M495S		2020-04-09 to 2020-04-09	\$148.69
5205M495S		2020-05-28 to 2020-05-28	\$92.98
5205M495S		2020-06-16 to 2020-06-16	\$148.69
5205Z771B		2020-04-15 to 2020-04-15	\$353.10
5205Z771B		2020-06-02 to 2020-06-02	\$297.39
5205Z771B		2020-06-11 to 2020-06-11	\$148.69
5206Z032P		2020-05-20 to 2020-05-20	\$200.68
5207B598R		2020-06-03 to 2020-06-03	\$353.10
5207B757S		2020-06-08 to 2020-06-08	\$92.98
5207B842P		2020-05-20 to 2020-05-20	\$200.68
5207P754X		2020-06-08 to 2020-06-08	\$353.10
523009R41		2020-01-06 to 2020-01-06	\$92.98
526406V07		2019-10-31 to 2019-10-31	\$92.98
527198L29		2019-10-29 to 2019-10-29	\$150.00

<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
527198L29		2019-12-04 to 2019-12-04	\$297.39
527231P15		2020-02-03 to 2020-02-03	\$64.07
527296N84		2020-06-02 to 2020-06-02	\$405.09
527594N43		2019-10-12 to 2019-10-12	\$751.19
527594N43		2019-10-26 to 2019-10-26	\$233.62
527594N43		2019-10-26 to 2019-10-26	\$64.07
527594N43		2019-11-09 to 2019-11-09	\$421.37
527892K50		2019-10-10 to 2019-10-10	\$268.48
527892K50		2019-11-19 to 2019-11-19	\$92.98
527892K50		2020-01-28 to 2020-01-28	\$297.39
528377W39		2019-10-28 to 2019-10-28	\$92.98
529032C36		2019-10-04 to 2019-10-04	\$1,746.88
529126J91		2019-06-26 to 2019-06-26	\$3,490.90
529353P80		2019-10-25 to 2019-10-25	\$148.69
529353P80		2019-10-29 to 2019-10-29	\$92.98
529353P80		2019-10-31 to 2019-10-31	\$148.69
529453Z12		2019-10-17 to 2019-10-17	\$92.98
529492J98		2019-12-11 to 2019-12-11	\$353.10
529530T81		2019-10-21 to 2019-10-21	\$92.98
529572H78		2019-11-19 to 2019-11-19	\$297.39
529595Q32		2019-11-21 to 2019-11-21	\$92.98
529595Q32		2020-01-09 to 2020-01-09	\$92.98
529595Q32		2020-02-11 to 2020-02-11	\$297.39
529595Q32		2020-05-28 to 2020-05-28	\$92.98
529697M69		2019-12-04 to 2019-12-04	\$92.98
529697M69		2020-01-29 to 2020-01-29	\$268.48
529755R83		2019-10-22 to 2019-10-22	\$148.69
529755R83		2019-10-24 to 2019-10-24	\$148.69
529755R83		2019-12-02 to 2019-12-02	\$148.69
529755R83		2020-03-17 to 2020-03-17	\$92.98
529755R83		2020-02-04 to 2020-02-04	\$148.69
529755R83		2019-10-24 to 2019-10-24	\$148.69
529755R83		2019-12-02 to 2019-12-02	\$148.69
529755R83		2020-03-17 to 2020-03-17	\$92.98
529868J74		2019-10-25 to 2019-10-25	\$92.98
529868J74		2019-11-13 to 2019-11-13	\$92.98
529868J74		2020-01-02 to 2020-01-02	\$92.98
529868J74		2019-11-21 to 2019-11-21	\$92.98
529868J74		2020-01-16 to 2020-01-16	\$92.98
529868J74		2019-11-13 to 2019-11-13	\$92.98
529868J74		2020-01-02 to 2020-01-02	\$92.98
529868J74		2019-11-14 to 2019-11-14	\$92.98
529868J74		2020-01-09 to 2020-01-09	\$92.98
52B0179P1		2019-10-28 to 2019-10-28	\$92.98
52B0179P1		2019-12-16 to 2019-12-16	\$92.98
52B0179P1		2020-01-27 to 2020-01-27	\$92.98
52B0179P1		2019-10-28 to 2019-10-28	\$92.98
52B0179P1		2019-12-26 to 2019-12-26	\$54.74
52B0179P1		2020-01-13 to 2020-01-13	\$92.98

<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
52B0179P1		2020-01-16 to 2020-01-16	\$305.00
52B0179P1		2020-01-16 to 2020-01-16	\$127.41
52B0179P1		2020-01-16 to 2020-01-16	\$1,695.00
52B0179P1		2020-04-29 to 2020-04-29	\$92.98
52B0179P1		2019-10-30 to 2019-10-30	\$92.98
52B0179P1		2019-11-01 to 2019-11-01	\$691.65
52B0179P1		2019-11-27 to 2019-11-27	\$691.65
52B0179P1		2019-12-09 to 2019-12-09	\$92.98
52B0179P1		2020-01-13 to 2020-01-13	\$92.98
52B2793L0		2019-11-20 to 2019-11-20	\$64.07
52B2793L0		2019-10-16 to 2019-10-16	\$297.39
52B2793L0		2019-12-04 to 2019-12-04	\$297.39
52B2793L0		2019-12-05 to 2019-12-05	\$148.69
52B2933Z7		2019-11-20 to 2019-11-20	\$3,387.09
52B3401L0		2019-12-30 to 2019-12-30	\$353.10
52B3401L0		2020-02-05 to 2020-02-05	\$353.10
52B3401L0		2020-03-18 to 2020-03-18	\$297.39
52B3722Z8		2020-01-22 to 2020-01-22	\$297.39
52B3722Z8		2020-03-06 to 2020-03-06	\$92.98
52B4450N1		2020-02-04 to 2020-02-04	\$405.09
52B4450N1		2020-03-11 to 2020-03-11	\$297.39
52B4450N1		2020-05-20 to 2020-05-20	\$92.98
52B4450N1		2019-12-18 to 2019-12-18	\$353.10
52B4450N1		2020-02-05 to 2020-02-05	\$353.10
52B4450N1		2020-03-05 to 2020-03-05	\$148.69
52B4450N1		2020-03-20 to 2020-03-20	\$606.95
52B4450N1		2020-04-26 to 2020-04-26	\$534.76
52B4450N1		2020-06-10 to 2020-06-10	\$297.39
52B6395N3		2019-12-17 to 2019-12-17	\$54.74
52B6395N3		2019-11-07 to 2019-11-07	\$3,387.09
52B6395N3		2019-12-17 to 2019-12-17	\$54.74
52B6878R6		2019-10-14 to 2019-10-14	\$148.69
52B6878R6		2019-11-11 to 2019-11-11	\$92.98
52B7072W6		2019-10-25 to 2019-10-25	\$353.10
52B7167B0		2019-12-17 to 2019-12-17	\$353.10
52B7167B0		2020-01-20 to 2020-01-20	\$92.98
52B7167B0		2020-02-18 to 2020-02-18	\$148.69
52B7167B0		2020-03-03 to 2020-03-03	\$297.39
52B7169V6		2020-01-02 to 2020-01-02	\$353.10
52B7169V6		2020-03-09 to 2020-03-09	\$297.39
52B7169V6		2020-03-12 to 2020-03-12	\$148.69
52B7169V6		2020-05-18 to 2020-05-18	\$353.10
52B7169V6		2020-06-11 to 2020-06-11	\$92.98
52B7169V6		2020-01-02 to 2020-01-02	\$353.10
52B7169V6		2020-03-09 to 2020-03-09	\$297.39
52B7169V6		2020-05-18 to 2020-05-18	\$353.10
52B7169V6		2020-06-11 to 2020-06-11	\$148.69
52B7170C8		2019-10-16 to 2019-10-16	\$148.69
52B7170C8		2020-01-06 to 2020-01-06	\$54.74

<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
52B7170C8		2020-01-09 to 2020-01-09	\$297.39
52B7170C8		2020-01-15 to 2020-01-15	\$148.69
52B7170C8		2019-10-16 to 2019-10-16	\$148.69
52B7170C8		2020-01-15 to 2020-01-15	\$148.69
52B7170C8		2020-02-23 to 2020-02-23	\$606.95
52B7333Q5		2019-11-27 to 2019-11-27	\$3,387.09
52B7534J9		2019-11-26 to 2019-11-26	\$3,387.09
52B7534J9		2019-11-05 to 2019-11-05	\$3,387.09
52B7877Z6		2019-11-18 to 2020-01-14	\$241.67
52B7877Z6		2019-12-03 to 2019-12-03	\$148.69
52B7877Z6		2020-01-29 to 2020-01-29	\$148.69
52B8411J5		2019-12-16 to 2019-12-16	\$148.69
52B8411J5		2019-12-16 to 2019-12-16	\$148.69
52B8939C7		2020-01-10 to 2020-01-10	\$54.74
52B9028W2		2019-11-27 to 2019-11-27	\$3,387.09
52B9028W2		2020-01-13 to 2020-01-13	\$54.74
52B9273Z3		2019-11-06 to 2019-11-06	\$148.69
52B9273Z3		2019-12-16 to 2019-12-16	\$92.98
52B9273Z3		2020-01-07 to 2020-01-07	\$148.69
52B9273Z3		2020-01-14 to 2020-01-14	\$148.69
52B9273Z3		2020-01-22 to 2020-01-22	\$54.74
52B9273Z3		2020-02-06 to 2020-02-06	\$371.42
52B9273Z3		2020-02-06 to 2020-02-06	\$2,414.30
52B9273Z3		2020-02-15 to 2020-02-15	\$2,414.30
52B9273Z3		2020-02-15 to 2020-02-15	\$371.42
52B9273Z3		2020-02-27 to 2020-02-27	\$2,414.30
52B9273Z3		2020-02-27 to 2020-02-27	\$371.42
52B9273Z3		2020-03-04 to 2020-03-04	\$92.98
52B9273Z3		2020-03-24 to 2020-03-24	\$5,982.53
52B9273Z3		2020-04-27 to 2020-04-27	\$92.98
52B9273Z3		2020-05-27 to 2020-05-27	\$92.98
52B9273Z3		2019-11-06 to 2019-11-06	\$148.69
52B9273Z3		2020-02-04 to 2020-02-04	\$148.69
52B9273Z3		2020-02-13 to 2020-02-13	\$554.27
52B9273Z3		2020-03-12 to 2020-03-12	\$472.90
52B9922N2		2019-10-24 to 2019-10-24	\$148.69
52B9922N2		2019-11-22 to 2019-11-22	\$148.69
52B9922N2		2019-12-26 to 2019-12-26	\$148.69
52B9922N2		2020-01-09 to 2020-01-09	\$92.98
52B9922N2		2020-05-21 to 2020-05-21	\$148.69
52C2288P6		2019-12-04 to 2019-12-04	\$148.69
52C2288P6		2020-01-28 to 2020-01-28	\$92.98
52C2288P6		2020-02-10 to 2020-02-10	\$148.69
52C2288P6		2020-03-12 to 2020-03-12	\$64.07
52C2288P6		2020-05-13 to 2020-05-13	\$64.07
52C2467D2		2020-01-13 to 2020-01-13	\$148.69
52C2467D2		2020-02-27 to 2020-02-27	\$606.95
52C2467D2		2020-03-02 to 2020-03-02	\$64.07
52C2467D2		2020-03-20 to 2020-03-20	\$554.27

<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
52C2632Z1		2019-12-02 to 2019-12-02	\$353.10
52C2950D1		2019-12-17 to 2019-12-17	\$3,356.38
52C2950D1		2019-12-17 to 2019-12-17	\$1,810.18
52C2950D1		2019-12-17 to 2019-12-17	\$3,356.38
52C3133H1		2019-11-13 to 2019-11-13	\$148.69
52C3133H1		2020-01-22 to 2020-01-22	\$92.98
52C3133H1		2020-02-17 to 2020-02-17	\$148.69
52C3133H1		2020-02-28 to 2020-02-28	\$554.27
52C3133H1		2020-03-11 to 2020-03-11	\$92.98
52C3133H1		2020-03-13 to 2020-03-13	\$444.32
52C3133H1		2020-03-16 to 2020-03-16	\$148.69
52C3133H1		2019-11-13 to 2019-11-13	\$148.69
52C3133H1		2020-01-16 to 2020-01-16	\$92.98
52C3133H1		2020-03-11 to 2020-03-11	\$64.07
52C3267X9		2019-12-05 to 2019-12-05	\$148.69
52C3267X9		2020-01-23 to 2020-01-23	\$297.39
52C3865K1		2020-06-16 to 2020-06-16	\$297.39
52C3865K1		2020-02-03 to 2020-02-03	\$297.39
52C4721H0		2020-01-08 to 2020-01-08	\$353.10
52C4721H0		2020-02-17 to 2020-02-17	\$297.39
52C4721H0		2020-02-20 to 2020-02-20	\$54.73
52C4721H0		2020-05-27 to 2020-05-27	\$297.39
52C5264X7		2019-12-30 to 2019-12-30	\$353.10
52C5264X7		2020-01-20 to 2020-01-20	\$297.39
52C5264X7		2020-02-19 to 2020-02-19	\$297.39
52C5264X7		2020-02-20 to 2020-02-20	\$54.73
52C5264X7		2020-03-05 to 2020-03-05	\$148.69
52C5264X7		2020-03-20 to 2020-03-20	\$554.27
52C5264X7		2020-05-06 to 2020-05-06	\$297.39
52C5264X7		2020-06-15 to 2020-06-15	\$297.39
52C5398R1		2019-12-19 to 2019-12-19	\$148.69
52C5398R1		2020-01-24 to 2020-01-24	\$297.39
52C5398R1		2020-01-28 to 2020-01-28	\$148.69
52C5398R1		2020-03-02 to 2020-03-02	\$297.39
52C5398R1		2020-03-03 to 2020-03-03	\$92.98
52C5398R1		2020-05-18 to 2020-05-18	\$297.39
52C5521P1		2019-12-23 to 2019-12-23	\$148.69
52C5521P1		2020-01-29 to 2020-01-29	\$148.69
52C5521P1		2020-02-06 to 2020-02-06	\$297.39
52C5521P1		2020-03-03 to 2020-03-03	\$148.69
52C5521P1		2019-12-19 to 2019-12-19	\$148.69
52C5555J5		2019-12-23 to 2019-12-23	\$148.69
52C5924D5		2020-02-06 to 2020-02-06	\$54.73
52C5924D5		2020-02-06 to 2020-02-06	\$54.73
52C5924D5		2020-02-17 to 2020-02-17	\$297.39
52C5924D5		2020-05-28 to 2020-05-28	\$92.98
52C6414Z0		2020-01-09 to 2020-01-09	\$148.69
52C6414Z0		2020-03-05 to 2020-03-05	\$64.07
52C6536J1		2020-02-13 to 2020-02-13	\$3,358.04



<u>Claim No.</u>	<u>Insured</u>	<u>Date of Service</u>	<u>Amount</u>
52C6771H1		2020-02-18 to 2020-02-18	\$92.98
52C6771H1		2020-05-05 to 2020-05-05	\$92.98
52C7194R3		2020-02-20 to 2020-02-20	\$3,358.04
52C7194R3		2020-02-20 to 2020-02-20	\$3,358.04
52C7911F2		2020-02-05 to 2020-02-05	\$148.69
52C7911F2		2020-03-04 to 2020-03-04	\$148.69
52C7911F2		2020-04-21 to 2020-04-21	\$148.69
52C7911F2		2020-05-20 to 2020-05-20	\$64.07
52C7911F2		2020-05-21 to 2020-05-21	\$64.07
52C7911F2		2020-06-09 to 2020-06-09	\$5,577.12
52C7911F2		2020-06-09 to 2020-06-09	\$590.63
52C8818G7		2020-02-25 to 2020-02-25	\$3,402.65
52C9766M7		2020-03-09 to 2020-03-09	\$353.10
52C9766M7		2020-04-22 to 2020-04-22	\$268.48
52C9766M7		2020-05-26 to 2020-05-26	\$297.39
52C9766M7		2020-03-02 to 2020-03-02	\$148.69
52C9766M7		2020-05-13 to 2020-05-13	\$92.98
52C9766M7		2020-04-22 to 2020-04-22	\$268.48
52C9766M7		2020-05-26 to 2020-05-26	\$297.39
5905B830T		2020-03-05 to 2020-03-05	\$353.10
5905B830T		2020-05-05 to 2020-05-05	\$92.98
5905B830T		2020-06-15 to 2020-06-15	\$92.98
599939J95		2019-10-17 to 2019-10-17	\$92.98



Claim Number
320983X61
321029F99
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321366D20
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321531C68
321557H25
321618B82
321618R28
321646L76
321698Q54
321718M19
321723N01
321785Z57
321919D27
321920C24
321967P33
322029Z05
322045Q52
322086T84
322178Q99
322273R75
322275M69
322477Q13
322603B23
322634D97
322686R90
322693K41
322700G66
322827P32
323070X33
323096H62
323101K84
331318M38
382577B23
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521507P64
521608P12
521852K54

Claim Number
522921R63
523071D20
590477D01
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5210162B1
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329H74332
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329S98547
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3200Z373K
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32852J515
32966K930
52936P183
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072516P31
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301949C96
322500J71
322504S34
322541R03
301600H88
320161Q01
320263W75
320324G32
320538D53
320555H68
320613P51
320632S36
320635V47
320660Q12
320670X52
320686B02
320759L43
320887R96
320951X25
322716M13
322729L99

Claim Number
322738H22
322745X79
322760T26
322774S51
322779V12
322795N99
322814R16
322818C76
322830V03
322863F26
322882H50
322907M65
322908P70
322934W94
322966N55
322990M70
323000Q77
323003B50
323020R47
323037W93
323060N04
323126C41
323160P00
323175G80
323185X09
323192D27
323237H36
323242N48
323264T54
323346H28
323405R83
323463J67
323501K19
302243X15
302422M31
320470D87
320543F22
320959Q57
320995N68
321035G62
321173S95
321210D29
321350Z90
321429H61
321445C91
322543P89

Claim Number
322552N14
322555Z52
322585W70
322617Z23
322633Z44
322675F05
322713Z35

# EXHIBIT

(SUBJECT TO MOTION TO SEAL)

# EXHIBIT 11

DENIAL OF CLAIM FORM -- ATTACHMENT A				
A. Policyholder [REDACTED]		B. Policy Number [REDACTED]		C. Date of Accident 04-18-2021
D. Injured Person [REDACTED]				
E. Claim Number 32-18T4-06M		F. Applicant for Benefits (Name and Address) Tri-Borough Ny Medical Practice 185 KINGSLAND ST NUTLEY, NJ 07110-1119		
		G. As Assignee <input checked="" type="radio"/> Yes <input type="radio"/> No		
23. Provider of Health Service (Name, Address and Zip Code) Nadeem Mir 204-12 HILLSIDE AVE HOLLIS, NY 11423		25. Period of bill - treatment dates 07-20-2021 - 07-20-2021	28. Date final verification requested	31. Amount paid by insurer \$0.00
		26. Date of bill 07-20-2021	29. Date final verification received	
		27. Date bill received by insurer 08-24-2021	30. Amount of bill \$87.80	32. Amount of dispute \$87.80
24. Type of service rendered 99213				

Continuation of item 33

111721RM33-1 Based on the claim records, testimony of Leonid Shapiro, M.D. dated September 24, 2021, documents provided following the testimony of Leonid Shapiro, M.D. and the November 15, 2021 report of James Dillard, M.D., the services provided were of no diagnostic value and therefore are denied.

DENIAL OF CLAIM FORM -- ATTACHMENT A				
A. Policyholder [REDACTED]		B. Policy Number [REDACTED]		C. Date of Accident 11-13-2020
D. Injured Person [REDACTED]				
E. Claim Number 32-13R6-18Z		F. Applicant for Benefits (Name and Address) Metro Pain Specialist Pc PO BOX 28258 NEW YORK, NY 10087-8258		G. As Assignee <input checked="" type="radio"/> Yes <input type="radio"/> No
23. Provider of Health Service (Name, Address and Zip Code) Patricia Kelly 204-12 HILLSIDE AVE HOLLIS, NY 11423		25. Period of bill - treatment dates 01-26-2021 - 01-26-2021	28. Date final verification requested	31. Amount paid by insurer \$0.00
		26. Date of bill 01-26-2021	29. Date final verification received	
		27. Date bill received by insurer 02-23-2021	30. Amount of bill \$407.53	32. Amount of dispute \$407.53
24. Type of service rendered 99214,99358				

Continuation of item 33

030821TC62-1 The claim records, testimony of Leonid Shapiro, M.D. dated October 25, 2018 and November 5, 2018, documents provided following that testimony and the report of James Dillard, M.D. indicate that the services were provided without regard to the medical necessity and were of no diagnostic value and therefore, were not medically necessary



DENIAL OF CLAIM FORM -- ATTACHMENT A				
A. Policyholder [REDACTED]		B. Policy Number [REDACTED]		C. Date of Accident 10-20-2020
D. Injured Person [REDACTED]				
E. Claim Number 32-12X4-04H		F. Applicant for Benefits (Name and Address) Tri-Borough Ny Medical Practice 185 KINGSLAND ST NUTLEY, NJ 07110-1119		
		G. As Assignee <input checked="" type="radio"/> Yes <input type="radio"/> No		
23. Provider of Health Service (Name, Address and Zip Code) Michael Alleyne 10510 FLATLAND AVE BROOKLYN, NY 11236		25. Period of bill - treatment dates 06-17-2021 - 06-17-2021	28. Date final verification requested	31. Amount paid by insurer \$0.00
		26. Date of bill 06-17-2021	29. Date final verification received	
		27. Date bill received by insurer 07-27-2021	30. Amount of bill \$127.41	32. Amount of dispute \$127.41
24. Type of service rendered 99214				

Continuation of item 33

111621CB13-01 SEE ATTACHED EXPLANATION OF REVIEW. Based on the claim records, testimony of Leonid Shapiro, M.D. dated September 24, 2021, documents provided following the testimony of Leonid Shapiro, M.D. and the November 15, 2021 report of James Dillard, M.D., the services provided were of no diagnostic value and therefore are denied.

DENIAL OF CLAIM FORM -- ATTACHMENT A				
A. Policyholder [REDACTED]		B. Policy Number [REDACTED]		C. Date of Accident 08-27-2020
D. Injured Person [REDACTED]				
E. Claim Number 32-1027-40N		F. Applicant for Benefits (Name and Address) Metro Pain Specialist Pc PO BOX 28258 NEW YORK, NY 10087-8258		
		G. As Assignee <input checked="" type="radio"/> Yes <input type="radio"/> No		
23. Provider of Health Service (Name, Address and Zip Code) Patricia Kelly 204-12 HILLSIDE AVE HOLLIS, NY 11423		25. Period of bill - treatment dates 01-07-2021 - 01-07-2021	28. Date final verification requested	31. Amount paid by insurer \$0.00
		26. Date of bill 01-07-2021	29. Date final verification received	
		27. Date bill received by insurer 02-01-2021	30. Amount of bill \$407.53	32. Amount of dispute \$407.53
24. Type of service rendered 99214,99358				

Continuation of item 33

021121TC67-1 The claim records, testimony of Leonid Shapiro, M.D. dated October 25, 2018 and November 5, 2018, documents provided following that testimony and the report of James Dillard, M.D. indicate that the services were provided without regard to the medical necessity and were of no diagnostic value and therefore, were not medically necessary

DENIAL OF CLAIM FORM -- ATTACHMENT A				
A. Policyholder [REDACTED]		B. Policy Number [REDACTED]		C. Date of Accident 08-28-2020
D. Injured Person [REDACTED]				
E. Claim Number 32-10T6-09Z		F. Applicant for Benefits (Name and Address) Metro Pain Specialist Pc PO BOX 28258 NEW YORK, NY 10087-8258		
		G. As Assignee <input checked="" type="radio"/> Yes <input type="radio"/> No		
23. Provider of Health Service (Name, Address and Zip Code) Hyeong Lim 10510 FLATLAND AVE BROOKLYN, NY 11236		25. Period of bill - treatment dates 10-19-2020 - 10-19-2020	28. Date final verification requested	31. Amount paid by insurer \$0.00
		26. Date of bill 10-19-2020	29. Date final verification received	
		27. Date bill received by insurer 11-02-2020	30. Amount of bill \$87.80	32. Amount of dispute \$87.80
24. Type of service rendered 99213				

Continuation of item 33

111120EH13-2 The claim records, testimony of Leonid Shapiro, M.D. dated October 25, 2018 and November 5, 2018, documents provided following that testimony and the report of James Dillard, M.D. indicate that the services were provided without regard to the medical necessity and were of no diagnostic value and therefore, were not medically necessary

DENIAL OF CLAIM FORM -- ATTACHMENT A				
A. Policyholder		B. Policy Number		C. Date of Accident 08-01-2020
E. Claim Number 32-10F8-04S		F. Applicant for Benefits (Name and Address) Metro Pain Specialist Pc PO BOX 28258 NEW YORK, NY 10087-8258		
		G. As Assignee <input checked="" type="radio"/> Yes <input type="radio"/> No		
23. Provider of Health Service (Name, Address and Zip Code) Hyeong Lim 10510 FLATLAND AVE BROOKLYN, NY 11236		25. Period of bill - treatment dates 01-18-2021 - 01-18-2021	28. Date final verification requested	31. Amount paid by insurer \$0.00
		26. Date of bill 01-18-2021	29. Date final verification received	
		27. Date bill received by insurer 02-17-2021	30. Amount of bill \$367.92	32. Amount of dispute \$367.92
24. Type of service rendered 99213,99358				

Continuation of item 33

030421TC02-1 The claim records, testimony of Leonid Shapiro, M.D. dated October 25, 2018 and November 5, 2018, documents provided following that testimony and the report of James Dillard, M.D. indicate that the services were provided without regard to the medical necessity and were of no diagnostic value and therefore, were not medically necessary

DENIAL OF CLAIM FORM -- ATTACHMENT A				
A. Policyholder [REDACTED]		B. Policy Number [REDACTED]		C. Date of Accident 05-23-2020
D. Injured Person [REDACTED]		G. As Assignee <input checked="" type="radio"/> Yes <input type="radio"/> No		
E. Claim Number 32-07H1-21Q		F. Applicant for Benefits (Name and Address) Metro Pain Specialist Pc PO BOX 28258 NEW YORK, NY 10087-8258		
23. Provider of Health Service (Name, Address and Zip Code) Patricia Kelly 204-12 HILLSIDE AVE HOLLIS, NY 11423		25. Period of bill - treatment dates 03-09-2021 - 03-09-2021	28. Date final verification requested	31. Amount paid by insurer \$0.00
		26. Date of bill 03-09-2021	29. Date final verification received	
		27. Date bill received by insurer 03-29-2021	30. Amount of bill \$127.41	32. Amount of dispute \$127.41
24. Type of service rendered 99214				

Continuation of item 33

040821TC57-1 The claim records, testimony of Leonid Shapiro, M.D. dated October 25, 2018 and November 5, 2018, documents provided following that testimony and the report of James Dillard, M.D. indicate that the services were provided without regard to the medical necessity and were of no diagnostic value and therefore, were not medically necessary

DENIAL OF CLAIM FORM -- ATTACHMENT A				
A. Policyholder [REDACTED]		B. Policy Number [REDACTED]		C. Date of Accident 03-05-2020
D. Injured Person [REDACTED]				
E. Claim Number 32-05F9-31G		F. Applicant for Benefits (Name and Address) Metro Pain Specialist Pc PO BOX 28258 NEW YORK, NY 10087-8258		
		G. As Assignee <input checked="" type="radio"/> Yes <input type="radio"/> No		
23. Provider of Health Service (Name, Address and Zip Code) Camari Wallace 92-18 165TH STREET JAMAICA, NY 11433		25. Period of bill - treatment dates 03-20-2021 - 03-20-2021	28. Date final verification requested	31. Amount paid by insurer \$0.00
		26. Date of bill 03-20-2021	29. Date final verification received	
		27. Date bill received by insurer 04-20-2021	30. Amount of bill \$843.61	32. Amount of dispute \$843.61
24. Type of service rendered 20553,99213,64636,64635				

Continuation of item 33

050421TC07-1 The claim records, testimony of Leonid Shapiro, M.D. dated October 25, 2018 and November 5, 2018, documents provided following that testimony and the report of James Dillard, M.D. indicate that the services were provided without regard to the medical necessity and were of no diagnostic value and therefore, were not medically necessary.

DENIAL OF CLAIM FORM -- ATTACHMENT A				
A. Policyholder [REDACTED]		B. Policy Number [REDACTED]		C. Date of Accident 03-01-2020
D. Injured Person [REDACTED]				
E. Claim Number 32-04P7-29C		F. Applicant for Benefits (Name and Address) Metro Pain Specialist Pc PO BOX 28258 NEW YORK, NY 10087-8258		G. As Assignee <input checked="" type="radio"/> Yes <input type="radio"/> No
23. Provider of Health Service (Name, Address and Zip Code) Hyeong Kim 10510 FLATLAND AVE BROOKLYN, NY 11236		25. Period of bill - treatment dates 08-17-2020 - 08-17-2020	28. Date final verification requested	31. Amount paid by insurer \$0.00
		26. Date of bill 08-17-2020	29. Date final verification received	
		27. Date bill received by insurer 09-14-2020	30. Amount of bill \$268.48	32. Amount of dispute \$268.48
24. Type of service rendered 99213,99358				

Continuation of item 33

092820TC64-1 The claim records, testimony of Leonid Shapiro, M.D. dated October 25, 2018 and November 5, 2018, documents provided following that testimony and the report of James Dillard, M.D. indicate that the services were provided without regard to the medical necessity and were of no diagnostic value and therefore, were not medically necessary

DENIAL OF CLAIM FORM -- ATTACHMENT A				
A. Policyholder		B. Policy Number		C. Date of Accident 01-31-2020
E. Claim Number 11-C851-1J1		F. Applicant for Benefits (Name and Address) Metro Pain Specialist Pc PO BOX 28258 NEW YORK, NY 10087-8258		
		G. As Assignee <input checked="" type="radio"/> Yes <input type="radio"/> No		
23. Provider of Health Service (Name, Address and Zip Code) Hyeong Lim 10510 FLATLANDS AVE BROOKLYN, NY 11236		25. Period of bill - treatment dates 08-24-2020 - 08-24-2020	28. Date final verification requested	31. Amount paid by insurer \$0.00
		26. Date of bill 08-24-2020	29. Date final verification received	
		27. Date bill received by insurer 09-14-2020	30. Amount of bill \$297.39	32. Amount of dispute \$297.39
24. Type of service rendered 99214,99358				

Continuation of item 33

092420EH95-1 The claim records, testimony of Leonid Shapiro, M.D. dated October 25, 2018 and November 5, 2018, documents provided following that testimony and the report of James Dillard, M.D. indicate that the services were provided without regard to the medical necessity and were of no diagnostic value and therefore, were not medically necessary



DENIAL OF CLAIM FORM -- ATTACHMENT A				
A. Policyholder [REDACTED]		B. Policy Number [REDACTED]		C. Date of Accident 10-16-2019
D. Injured Person [REDACTED]		E. Claim Number 32-B793-3V0		
F. Applicant for Benefits (Name and Address) Metro Pain Specialist Pc PO BOX 28258 NEW YORK, NY 10087-8258		G. As Assignee <input checked="" type="radio"/> Yes <input type="radio"/> No		
23. Provider of Health Service (Name, Address and Zip Code) Osewa Olatokunbo 204-12 HILLSIDE AVE HOLLIS, NY 11423		25. Period of bill - treatment dates 02-25-2020 - 02-25-2020	28. Date final verification requested	31. Amount paid by insurer \$0.00
		26. Date of bill 02-25-2020	29. Date final verification received	
		27. Date bill received by insurer 03-23-2021	30. Amount of bill \$148.69	32. Amount of dispute \$148.69
24. Type of service rendered 99204				

Continuation of item 33

040521TC95-1 The claim records, testimony of Leonid Shapiro, M.D. dated October 25, 2018 and November 5, 2018, documents provided following that testimony and the report of James Dillard, M.D. indicate that the services were provided without regard to the medical necessity and were of no diagnostic value and therefore, were not medically necessary

# EXHIBIT



WWW.RIVKINRADLER.COM

RYAN GOLDBERG  
PARTNER  
(516) 357-3525  
[ryan.goldberg@rivkin.com](mailto:ryan.goldberg@rivkin.com)

September 21, 2021

**Via E-Mail**

The Law Offices Of Hillary Blumenthal, P.L.L.C.  
711 32<sup>nd</sup> Street, 2nd Floor  
Union City, New Jersey 07087  
Attention: Hillary Blumenthal

**Re: Examination Under Oath of Tri-Borough NY Medical Practice, P.C. on behalf of  
State Farm Mutual Automobile Insurance Company ("State Farm")  
Claims/Eligible Injured Persons: See Appendix "A"  
Our File No.: 20660-719**

Dear Ms. Blumenthal:

I write to confirm that the examination under oath of Tri-Borough NY Medical Practice, P.C. been scheduled for Friday, September 24, 2021 at 12:30 p.m. at Rivkin Radler, 926 RXR Plaza, Uniondale, New York. The parties have agreed that the EUO will be conducted via video conferencing. Attached to this letter as Appendix "A" is an updated list of pending claims for which verification is presently outstanding.

In addition, please be advised that the examination under oath will cover the claims listed in Appendix "A" as well as any additional claims received by State Farm seven (7) days prior to the examination under oath. Separate letters will be sent to your client directly by State Farm in response to any additional claims that are received, identifying September 24, 2021 as the date for the examination under oath.

Lastly, in accordance with the applicable regulations, State Farm will reimburse your client for loss of earnings and reasonable transportation expenses incurred in complying with State Farm's EUO request pursuant to the Regulations.

Thank you in advance for your cooperation.

Very truly yours,

RIVKIN RADLER LLP

Ryan Goldberg

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Albany, NY 12207-1533  
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2649 South Road  
Poughkeepsie, NY 12601-6843  
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**Appendix "A"**

<b><u>Claim No.</u></b>	<b><u>Insured</u></b>	<b><u>Date of Service</u></b>	<b><u>Amount</u></b>
0813C491M		2021-06-10 to 2021-06-10	\$127.41
1120M832V		2021-07-20 to 2021-07-20	\$203.76
1314Q340M		2021-06-09 to 2021-06-09	\$127.41
1314Q340M		2021-07-14 to 2021-07-14	\$68.82
3017F545C		2021-06-17 to 2021-06-17	\$348.94
3017F545C		2021-07-20 to 2021-07-20	\$348.94
3207K419X		2021-06-09 to 2021-06-09	\$348.94
3207K419X		2021-07-07 to 2021-07-07	\$348.94
3208L795H		2021-07-06 to 2021-07-06	\$407.53
3208L795H		2021-07-31 to 2021-07-31	\$605.55
3208X354K		2021-06-25 to 2021-06-25	\$843.62
3210J679Z		2021-06-03 to 2021-06-03	\$127.41
3210K552L		2021-06-21 to 2021-06-21	\$127.41
3210W324H		2021-06-24 to 2021-06-24	\$127.41
3211M681H		2021-06-16 to 2021-06-16	\$127.41
3212F682R		2021-06-11 to 2021-06-11	\$933.40
3212Q552W		2021-07-07 to 2021-07-07	\$127.41
3212X404H		2021-06-17 to 2021-06-17	\$127.41
3212X404H		2021-07-29 to 2021-07-29	\$87.80
3213L859H		2021-06-11 to 2021-06-11	\$725.55
3213Q365W		2021-06-08 to 2021-06-08	\$127.41
3213R537P		2021-07-06 to 2021-07-06	\$407.53
3213R537P		2021-07-06 to 2021-07-06	\$127.41
3213R537P		2021-07-06 to 2021-07-06	\$127.41
3213V552C		2021-07-28 to 2021-07-28	\$203.76
3213W731M		2021-06-18 to 2021-06-18	\$127.41
3213X900B		2021-07-15 to 2021-07-15	\$68.82
3214F572K		2021-06-30 to 2021-06-30	\$407.53
3214F572K		2021-06-23 to 2021-06-23	\$407.53
3214F572K		2021-07-28 to 2021-07-28	\$127.41
3214F641G		2021-07-06 to 2021-07-06	\$348.94
3214F641G		2021-07-23 to 2021-07-23	\$745.42
3214F641G		2021-07-06 to 2021-07-06	\$348.94



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3214F641G		2021-07-23 to 2021-07-23	\$752.98
3214F641G		2021-08-05 to 2021-08-05	\$68.82
3214G898D		2021-06-08 to 2021-06-08	\$127.41
3214G898D		2021-07-13 to 2021-07-13	\$87.80
3214H525T		2021-06-08 to 2021-06-08	\$127.41
3214H525T		2021-07-30 to 2021-07-30	\$407.53
3214K082Z		2021-06-10 to 2021-06-10	\$348.94
3214K082Z		2021-07-12 to 2021-07-12	\$127.41
3214Q235C		2021-06-14 to 2021-06-14	\$348.94
3214R096H		2021-06-11 to 2021-06-11	\$537.51
3214X181X		2021-06-14 to 2021-06-14	\$127.41
3214Z673R		2021-07-01 to 2021-07-01	\$348.94
3215C693F		2021-06-28 to 2021-06-28	\$348.94
3215D338T		2021-06-03 to 2021-06-03	\$407.53
3215D338T		2021-07-08 to 2021-07-08	\$407.53
3215L523M		2021-06-14 to 2021-06-14	\$407.53
3215L523M		2021-07-16 to 2021-07-16	\$407.53
3215L523M		2021-08-18 to 2021-08-18	\$127.41
3216B198T		2021-06-14 to 2021-06-14	\$348.94
3216B198T		2021-07-19 to 2021-07-19	\$68.82
3216H900Z		2021-06-16 to 2021-06-16	\$1,400.78
3216H900Z		2021-07-16 to 2021-07-16	\$87.80
3216H900Z		2021-06-16 to 2021-06-26	\$1,400.78
3216H900Z		2021-07-16 to 2021-07-16	\$87.80
3216N774D		2021-06-22 to 2021-06-22	\$407.53
3216N774D		2021-07-15 to 2021-07-15	\$203.76
3216N774D		2021-06-24 to 2021-06-24	\$407.53
3216S546Z		2021-06-08 to 2021-06-08	\$68.82
3216S546Z		2021-07-20 to 2021-07-20	\$348.94
3216S546Z		2021-06-08 to 2021-06-08	\$348.94
3216S546Z		2021-07-06 to 2021-07-06	\$348.94
3216T305C		2021-07-13 to 2021-07-13	\$348.94
3216V052X		2021-06-15 to 2021-06-15	\$233.88
3216V052X		2021-07-07 to 2021-07-07	\$87.80
3216V052X		2021-07-13 to 2021-07-13	\$127.41
3216V052X		2021-06-15 to 2021-06-15	\$87.80



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3216V052X		2021-07-13 to 2021-07-13	\$127.41
3216X121K		2021-07-28 to 2021-07-28	\$7,583.39
3216X121K		2021-07-28 to 2021-07-28	\$811.42
3216X121K		2021-08-09 to 2021-08-09	\$15.00
3217D708R		2021-06-23 to 2021-06-23	\$68.82
3217D708R		2021-06-25 to 2021-06-25	\$387.61
3217D708R		2021-07-21 to 2021-07-21	\$68.82
3217D708R		2021-06-25 to 2021-06-25	\$745.42
3217D708R		2021-07-07 to 2021-07-07	\$348.94
3217S139X		2021-07-09 to 2021-07-09	\$745.42
3217V166J		2021-06-27 to 2021-06-27	\$537.51
3217V166J		2021-07-11 to 2021-07-11	\$480.83
3217V166J		2021-07-13 to 2021-07-13	\$127.41
3217V166J		2021-07-13 to 2021-07-13	\$280.12
3217V166J		2021-07-13 to 2021-07-13	\$127.41
3217V375Z		2021-07-06 to 2021-07-06	\$203.76
3217Z499F		2021-06-08 to 2021-06-08	\$127.41
3217Z499F		2021-06-03 to 2021-06-03	\$348.94
3218C161C		2021-06-14 to 2021-06-14	\$348.94
3218C161C		2021-07-15 to 2021-07-15	\$407.53
3218C161C		2021-06-14 to 2021-06-14	\$348.94
3218C161C		2021-07-15 to 2021-07-15	\$127.41
3218F015X		2021-06-11 to 2021-06-11	\$1,400.78
3218F015X		2021-06-11 to 2021-06-11	\$1,400.78
3218F885M		2021-06-16 to 2021-06-16	\$1,400.78
3218F885M		2021-06-16 to 2021-06-16	\$407.53
3218F885M		2021-06-18 to 2021-06-18	\$1,400.78
3218F885M		2021-07-02 to 2021-07-02	\$1,400.78
3218F885M		2021-07-07 to 2021-07-07	\$700.39
3218F885M		2021-07-16 to 2021-07-16	\$745.42
3218F885M		2021-07-20 to 2021-07-20	\$367.92
3218F885M		2021-07-30 to 2021-07-30	\$3,121.16
3218G863P		2021-06-18 to 2021-06-18	\$700.39
3218G863P		2021-07-09 to 2021-07-09	\$700.39
3218G863P		2021-07-09 to 2021-07-09	\$367.92



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September 21, 2021  
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3218G863P		2021-07-21 to 2021-07-21	\$127.41
3218G863P		2021-07-21 to 2021-07-21	\$367.92
3218G863P		2021-07-26 to 2021-07-26	\$914.94
3218K202F		2021-06-23 to 2021-06-23	\$407.53
3218K930M		2021-06-09 to 2021-06-09	\$87.80
3218K930M		2021-06-30 to 2021-06-30	\$700.39
3218K930M		2021-07-14 to 2021-07-14	\$367.92
3218L485Z		2021-06-11 to 2021-06-11	\$1,400.78
3218Q358M		2021-06-27 to 2021-06-27	\$537.51
3218Q358M		2021-07-14 to 2021-07-14	\$348.94
3218Q358M		2021-06-15 to 2021-06-15	\$127.41
3218Q358M		2021-06-27 to 2021-06-27	\$865.42
3218Q358M		2021-07-28 to 2021-07-28	\$68.82
3218T330S		2021-07-19 to 2021-07-19	\$407.53
3218T330S		2021-07-28 to 2021-07-28	\$203.76
3218T330S		2021-06-25 to 2021-06-25	\$865.42
3218T330S		2021-06-28 to 2021-06-28	\$407.53
3218T330S		2021-07-11 to 2021-07-11	\$605.55
3218T406M		2021-06-22 to 2021-06-22	\$127.41
3218T406M		2021-07-20 to 2021-07-20	\$87.80
3218V644F		2021-07-21 to 2021-07-21	\$203.76
3218W888Z		2021-07-08 to 2021-07-08	\$87.80
3218X011K		2021-06-29 to 2021-06-29	\$127.41
3218X011K		2021-07-22 to 2021-07-22	\$203.76
3218X011K		2021-08-16 to 2021-08-16	\$203.76
3218Z369M		2021-06-08 to 2021-06-08	\$348.94
3218Z369M		2021-06-28 to 2021-06-28	\$997.16
3218Z369M		2021-06-28 to 2021-06-28	\$9,319.26
3218Z369M		2021-07-12 to 2021-07-12	\$15.00
3218Z369M		2021-07-12 to 2021-07-12	\$127.41
3218Z369M		2021-07-14 to 2021-07-14	\$203.76
3218Z369M		2021-07-23 to 2021-07-23	\$605.55
3219C719R		2021-06-23 to 2021-06-23	\$203.76
3219C719R		2021-07-01 to 2021-07-01	\$407.53
3219C719R		2021-06-23 to 2021-06-23	\$203.76





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3219C719R		2021-07-01 to 2021-07-01	\$407.53
3219C719R		2021-07-09 to 2021-07-09	\$537.51
3219C719R		2021-07-23 to 2021-07-23	\$537.51
3219C719R		2021-07-01 to 2021-07-01	\$127.41
3219C719R		2021-07-22 to 2021-07-22	\$203.76
3219F293L		2021-06-09 to 2021-06-09	\$127.41
3219F293L		2021-06-25 to 2021-06-25	\$1,400.78
3219F293L		2021-07-09 to 2021-07-09	\$745.42
3219F293L		2021-07-13 to 2021-07-13	\$407.53
3219G185D		2021-06-09 to 2021-06-09	\$407.53
3219G185D		2021-07-12 to 2021-07-12	\$203.76
3219H707N		2021-06-18 to 2021-06-18	\$87.80
3219H707N		2021-06-14 to 2021-06-14	\$127.41
3219H707N		2021-06-23 to 2021-06-23	\$203.76
3219L633K		2021-06-22 to 2021-06-22	\$407.53
3219L633K		2021-07-23 to 2021-07-23	\$127.41
3219L633K		2021-06-22 to 2021-06-22	\$407.53
3219L633K		2021-08-04 to 2021-08-04	\$367.92
3219L838D		2021-06-09 to 2021-06-09	\$68.82
3219L838D		2021-07-07 to 2021-07-07	\$87.80
3219L838D		2021-07-08 to 2021-07-08	\$407.53
3219L838D		2021-07-16 to 2021-07-16	\$752.98
3219L838D		2021-07-30 to 2021-07-30	4429.11
3219L838D		2021-07-30 to 2021-07-30	473.91
3219L838D		2021-08-16 to 2021-08-16	\$15.00
3219P989S		2021-07-01 to 2021-07-01	\$127.41
3219P989S		2021-07-01 to 2021-07-01	\$127.41
3219Q022N		2021-06-23 to 2021-06-23	\$203.76
3219Q022N		2021-06-23 to 2021-06-23	\$68.82
3219Q022N		2021-07-28 to 2021-07-28	\$7,623.70
3219Q022N		2021-07-28 to 2021-07-28	\$815.73
3219Q022N		2021-07-21 to 2021-07-21	\$68.82
3219Q022N		2021-08-02 to 2021-08-02	\$15.00
3219Q022N		2021-06-23 to 2021-06-23	\$68.82
3219Q022N		2021-06-23 to 2021-06-23	\$203.76
3219Q022N		2021-07-28 to 2021-07-28	\$8,437.47





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3219Q022N		2021-07-28 to 2021-07-28	\$902.80
3219Q022N		2021-07-21 to 2021-07-21	\$68.82
3219Q022N		2021-08-02 to 2021-08-02	\$15.00
3219R754M		2021-06-03 to 2021-06-03	\$422.74
3219R754M		2021-06-03 to 2021-06-03	\$422.74
3219V579N		2021-06-23 to 2021-06-23	\$407.53
3219Z355J		2021-07-08 to 2021-07-08	\$348.94
3219Z355J		2021-07-16 to 2021-07-16	\$537.51
3220K192W		2021-06-04 to 2021-06-04	\$275.00
3220K192W		2021-06-16 to 2021-06-16	\$1,400.78
3220K192W		2021-06-23 to 2021-06-23	\$700.39
3220K192W		2021-06-24 to 2021-06-24	\$142.62
3220K192W		2021-07-21 to 2021-07-21	\$407.53
3220K525S		2021-06-16 to 2021-06-16	\$407.53
3220L781V		2021-06-02 to 2021-06-02	\$203.76
3220L781V		2021-06-16 to 2021-06-16	\$1,400.78
3220L781V		2021-06-25 to 2021-06-25	\$1,400.78
3220L781V		2021-08-04 to 2021-08-04	\$407.53
3220M602H		2021-06-03 to 2021-06-03	\$275.00
3220M602H		2021-06-29 to 2021-06-29	\$142.62
3220M602H		2021-07-01 to 2021-07-01	\$203.76
3220Q700R		2021-06-09 to 2021-06-09	\$203.76
3220Q700R		2021-06-11 to 2021-06-11	\$1,400.78
3220Q700R		2021-06-25 to 2021-06-25	\$1,400.78
3220Q700R		2021-07-07 to 2021-07-07	\$203.76
3220Q700R		2021-07-16 to 2021-07-16	\$407.53
3220Q700R		2021-08-06 to 2021-08-06	\$1,219.29
3220S085R		2021-08-05 to 2021-08-05	\$203.76
3220V656B		2021-07-15 to 2021-07-15	\$203.76
3220V656B		2021-07-20 to 2021-07-20	\$127.41
3220V656B		2021-07-15 to 2021-07-15	\$203.76
3220V656B		2021-07-20 to 2021-07-20	\$127.41
3220W660F		2021-06-22 to 2021-06-22	\$555.12
3220W660F		2021-07-15 to 2021-07-15	\$203.76
3220W660F		2021-07-19 to 2021-07-19	\$970.95
3220W660F		2021-07-27 to 2021-07-27	\$203.76
3220W660F		2021-08-02 to 2021-08-02	\$1,098.36
3220W660F		2021-07-20 to 2021-07-20	\$407.53



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3220W660F		2021-08-11 to 2021-08-11	\$8,633.98
3220W660F		2021-08-11 to 2021-08-11	\$923.83
3220Z478J		2021-06-23 to 2021-06-23	\$275.00
3221G795L		2021-06-25 to 2021-06-25	\$275.00
3221G795L		2021-07-07 to 2021-07-07	\$1,400.78
3221G795L		2021-07-27 to 2021-07-27	\$407.53
3221H898B		2021-06-16 to 2021-06-16	\$203.76
3221H898B		2021-07-23 to 2021-07-23	\$407.53
3221N940T		2021-07-07 to 2021-07-07	\$203.76
3221N940T		2021-08-18 to 2021-08-18	\$203.76
3221P111T		2021-07-19 to 2021-07-19	\$203.76
3221P505L		2021-06-22 to 2021-06-22	\$203.76
3221R274K		2021-06-24 to 2021-06-24	\$203.76
3221R274K		2021-07-22 to 2021-07-22	\$127.41
3221R274K		2021-08-16 to 2021-08-16	\$203.76
3222C225Q		2021-07-19 to 2021-07-19	\$203.76
3222C225Q		2021-08-18 to 2021-08-18	\$203.76
3222G923H		2021-07-20 to 2021-07-20	\$203.76
3222G923H		2021-08-18 to 2021-08-18	\$203.76
3222G923H		2021-07-20 to 2021-07-20	\$203.76
3222G923H		2021-08-18 to 2021-08-18	\$203.76
3222K796X		2021-07-26 to 2021-07-26	\$142.62
3222L089L		2021-07-27 to 2021-07-27	\$203.76
3222L368L		2021-07-30 to 2021-07-30	\$203.76
3222L427M		2021-07-21 to 2021-07-21	\$142.62
3222S261Z		2021-07-27 to 2021-07-27	\$203.76
3223F088K		2021-07-29 to 2021-07-29	\$203.76
329113R46		2021-06-08 to 2021-06-08	\$127.41
32C0589C7		2021-06-08 to 2021-06-08	\$127.41
32C0589C7		2021-07-13 to 2021-07-13	\$127.41
32C6063X0		2021-06-03 to 2021-06-03	\$127.41
3317C522B		2021-07-13 to 2021-07-13	\$367.92
3811M094P		2021-06-09 to 2021-06-09	\$127.41
3811M094P		2021-07-12 to 2021-07-12	\$7,061.88
3811M094P		2021-07-12 to 2021-07-12	\$748.88
3811M094P		2021-07-27 to 2021-07-27	\$15.00
3812Q282F		2021-06-22 to 2021-06-22	\$68.82



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3812Q282F		2021-06-22 to 2021-06-22	\$68.82
3812Q282F		2021-06-21 to 2021-06-21	\$407.53
3812Q282F		2021-07-19 to 2021-07-19	\$407.53
3812Q282F		2021-07-26 to 2021-07-26	\$87.80
3819F615L		2021-06-14 to 2021-06-14	\$407.53
3819F615L		2021-07-13 to 2021-07-13	\$348.94
3819F615L		2021-07-14 to 2021-07-14	\$203.76
3819F615L		2021-07-23 to 2021-07-23	\$537.51
4216T169D		2021-06-09 to 2021-06-09	\$68.82
4216T169D		2021-06-17 to 2021-06-17	\$865.42
4618V703P		2021-06-07 to 2021-06-07	\$348.94
4618V703P		2021-06-30 to 2021-06-30	\$4,519.80
4618V703P		2021-06-30 to 2021-06-30	\$483.62
4618V703P		2021-07-08 to 2021-07-08	\$127.41
4618V703P		2021-07-13 to 2021-07-13	\$15.00
5209M300H		2021-06-23 to 2021-06-23	\$87.80
5209M300H		2021-06-27 to 2021-06-27	\$605.55
5213C886X		2021-06-10 to 2021-06-10	\$348.94
5213C886X		2021-07-15 to 2021-07-15	\$348.94
5213C886X		2021-06-10 to 2021-06-10	\$348.94
5213C886X		2021-07-15 to 2021-07-15	\$348.94
5213L788S		2021-06-03 to 2021-06-03	\$127.41
5213L788S		2021-07-08 to 2021-07-08	\$407.53
5213S929W		2021-06-03 to 2021-06-03	\$367.92
5213S929W		2021-07-06 to 2021-07-06	\$348.94
5214Z709T		2021-06-30 to 2021-06-30	\$348.94
5214Z709T		2021-07-07 to 2021-07-07	\$348.94
5214Z709T		2021-06-23 to 2021-06-23	\$68.82
5215G251M		2021-07-13 to 2021-07-13	\$127.41
5215G251M		2021-07-15 to 2021-07-15	\$203.76
5215G251M		2021-07-16 to 2021-07-16	\$605.55
5215V646P		2021-06-15 to 2021-06-15	\$348.94
5217F962B		2021-06-07 to 2021-06-07	\$68.82
5217F962B		2021-07-19 to 2021-07-19	\$68.82
5217F962B		2021-07-20 to 2021-07-20	\$203.76



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5217N325V		2021-06-15 to 2021-06-15	\$348.94
5217N325V		2021-07-12 to 2021-07-12	\$127.41
5217N325V		2021-07-16 to 2021-07-16	\$537.51
5217T539S		2021-06-09 to 2021-06-09	\$348.94
5217T539S		2021-07-13 to 2021-07-13	\$407.53
5217V045C		2021-07-02 to 2021-07-02	\$514.00
5217V045C		2021-07-29 to 2021-07-29	\$127.41
5217V045C		2021-07-02 to 2021-07-02	\$407.53
5217V045C		2021-07-29 to 2021-07-29	\$127.41
5218D597H		2021-06-22 to 2021-06-22	\$127.41
5218D597H		2021-07-21 to 2021-07-21	\$68.82
5218K001D		2021-06-22 to 2021-06-22	\$127.41
5218K001D		2021-07-29 to 2021-07-29	\$127.41
5218K001D		2021-06-09 to 2021-06-09	\$348.94
5218K001D		2021-06-25 to 2021-06-25	\$605.55
5218K001D		2021-07-13 to 2021-07-13	\$407.53
5218K001D		2021-07-21 to 2021-07-21	\$595.22
5218K001D		2021-07-21 to 2021-07-21	\$5,562.83
5218K001D		2021-07-20 to 2021-07-20	\$203.76
5218K001D		2021-08-02 to 2021-08-02	\$15.00
5218K001D		2021-07-20 to 2021-07-20	\$203.76
5218K001D		2021-08-02 to 2021-08-02	\$15.00
5218K356S		2021-06-15 to 2021-06-15	\$127.41
5218K356S		2021-07-07 to 2021-07-07	\$203.76
5218K356S		2021-07-07 to 2021-07-07	\$1,098.36
5218K356S		2021-07-13 to 2021-07-13	\$127.41
5218L830B		2021-07-21 to 2021-07-21	\$203.76
5218X611H		2021-06-23 to 2021-06-23	\$127.41
5218X611H		2021-06-23 to 2021-06-23	\$127.41
5218X611H		2021-06-23 to 2021-06-23	\$127.41
5219G256H		2021-06-08 to 2021-06-08	\$348.94
5219G256H		2021-07-08 to 2021-07-08	\$348.94
5219G256H		2021-07-30 to 2021-07-30	\$537.51
5219G256H		2021-07-30 to 2021-07-30	\$537.51
5219Q917C		2021-07-14 to 2021-07-14	\$422.74
5219Q917C		2021-07-14 to 2021-07-14	\$422.74



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5220D095D		2021-06-24 to 2021-06-24	\$348.94
5220D095D		2021-07-09 to 2021-07-09	\$537.51
5220D095D		2021-07-12 to 2021-07-12	\$203.76
5220D095D		2021-07-22 to 2021-07-22	\$348.94
5220D095D		2021-07-23 to 2021-07-23	\$605.55
5220D095D		2021-06-08 to 2021-06-08	\$422.74
5220D095D		2021-07-08 to 2021-07-08	\$348.94
5220D095D		2021-07-12 to 2021-07-12	\$203.76
5220D095D		2021-07-28 to 2021-07-28	\$7,623.70
5220D095D		2021-07-28 to 2021-07-28	\$815.73
5220Q994B		2021-07-21 to 2021-07-21	\$203.76
5220W430W		2021-06-08 to 2021-06-08	\$483.88
5220W430W		2021-07-02 to 2021-07-02	\$514.00
5220W430W		2021-07-15 to 2021-07-15	\$203.76
5220W430W		2021-07-19 to 2021-07-19	\$970.95
5222C747R		2021-07-13 to 2021-07-13	\$203.76
5222S423P		2021-07-22 to 2021-07-22	\$203.76
52G7082C8		2021-06-03 to 2021-06-03	\$127.41
52G7082C8		2021-07-15 to 2021-07-15	407.53
5914K802R		2021-07-07 to 2021-07-07	\$407.53
5222S423P		2021-07-22 to 2021-07-22	\$203.76
5222S423P		2021-07-22 to 2021-07-22	\$203.76
5223F105G		2021-07-21 to 2021-07-21	\$203.76
5223F105G		2021-08-18 to 2021-08-18	\$203.76
5223F105G		2021-07-21 to 2021-07-21	\$203.76
5223F105G		2021-08-18 to 2021-08-18	\$203.76
3822N575D		2021-07-29 to 2021-07-29	\$203.76
5222S423P		2021-07-22 to 2021-07-22	\$203.76
5914K802R		2021-07-07 to 2021-07-07	\$407.53





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**GARIN SCOLLAN**

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October 14, 2021

**Via E-Mail & Regular Mail**

The Law Offices Of Hillary Blumenthal, P.L.L.C.  
711 32<sup>nd</sup> Street, 2nd Floor  
Union City, New Jersey 07087  
Attention: Hillary Blumenthal

**Re: Examination Under Oath of Tri-Borough NY Medical Practice, P.C. on behalf of  
State Farm Mutual Automobile Insurance Company ("State Farm")  
Claims/Eligible Injured Persons: See Appendix "A"  
Our File No.: 20660-719**

Dear Ms. Blumenthal:

**REQUEST FOR VERIFICATION**

As you know, State Farm is investigating Tri-Borough NY Medical Practice, P.C. ("Tri Borough") and has been attempting to verify the above-referenced claims, determine Tri Borough's entitlement to reimbursement for No-Fault benefits, and its compliance with the requirements of 11 N.Y.C.R.R. §65-3.16 (a)(12), among other things. Pursuant to State Farm's investigation concerning the above-referenced claims, Tri Borough appeared for an Examination Under Oath ("EUO") on September 24, 2021. Pursuant to your consent on the record, the EUO covered both the updated list of claims annexed hereto as Appendix "A" and any additional claims received by State Farm through and until the date of the EUO. The EUO testimony raised concerns, which necessitates that documentary information be provided to State Farm.

In response to your October 4, 2021 letter, as we have discussed and you are certainly well aware, Rivkin Radler LLP will not disclose any information provided by Tri Borough, Leonid Shapiro, M.D., or you during the verification process to any other insurance companies that it represents, except as required by law or to comply with any lawful order, subpoena, discovery request or regulatory direction. However, in references to any "limited carve out" for use of information, State Farm has not agreed to any "limited carve out" and State Farm can disclose and use copies of all of documents and materials produced by Tri Borough, including during the verification process, in any legally acceptable manner and as necessary to defend or prosecute its interests in any future arbitration or litigation proceedings.

Further, as agreed, in compliance with the No-Fault Regulations, State Farm will reimburse Leonid Shapiro, M.D. \$2,000.00 for his EUO appearance.

As you know, additional verification includes all information that is necessary for the insurer to determine whether the claim submitted by the healthcare provider is payable. See Nyack Hosp. v. General Motors Acceptance Corp., 27 A.D.3d 96, 808 N.Y.S.2d 399 (2d Dep't 2005).

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The No-Fault Regulations in no way limit the areas of inquiry that may be addressed through the claim verification process. Thus, contrary to your assertion that such requests are improper, State Farm's requests for financial records under these circumstances fall squarely within the kind of verification contemplated by the No-Fault Law, the implementing regulations, and interpreting case law.

The No-Fault regulations (pursuant to 11 N.Y.C.R.R. § 65-3.5(c)) expressly permit an insurer "to receive all items necessary to verify the claim directly from the parties from whom such verification was requested." Moreover, 11 N.Y.C.R.R. § 65-1.1(d) includes a specific section entitled "Conditions" which states, in part:

Upon request by the Company, the eligible injured person or that person's assignee or representative shall:

- (b) as may reasonably be required submit to examinations under oath by any person named by the Company and subscribe the same;

\* \* \*

- (d) provide any other pertinent information that may assist the Company in determining the amount due and payable.

A review of Tri Borough's October 4, 2021 correspondence<sup>1</sup> and the attachments thereto, as well as all other documents provided by Tri Borough to date, revealed that Tri Borough has failed to fully comply with State Farm's requests for additional verification. As such, State Farm is giving Tri Borough another opportunity to provide the requested documentation. In order to resolve the issues with Tri Borough and permit State Farm to verify whether Tri Borough is entitled to receive No-Fault benefits, State Farm requires that Tri Borough submit the following information, to the extent it exists and as testified to:

1. Copies of bank records, including but not limited to bank statements, canceled checks (copies of front and back of canceled checks), withdrawal records, and electronic transfers for (i) Metro Pain Specialists, P.C.'s ("Metro Pain") Chase bank account for May 1, 2021 through the present, or, in the alternative, proof the Metro Pain Chase bank account was closed; and (ii) Tri Borough's bank account for September 1, 2021 through the present.
2. Copies of canceled checks (copies of front and back of canceled checks) for check number 10000 and 10001 issued from Tri Borough's ConnectOne bank account in August 2021.
3. Copies of (i) the American Express credit card statements for Tri Borough for May 1, 2021 through August 16, 2021; and (ii) copies of the American Express credit card statements for the account that had its balance paid through funds issued from Metro Pain's Fifth Third Bank Account.

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<sup>1</sup> Some of the documents produced were duplicates.

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4. Copies of canceled checks (copies of front and back of canceled checks) issued from the Metro Pain Fifth Third Bank account ("Metro Pain Account") from May 1, 2021 through the present, as well as documents to prove the other individual/entity exchanging wires with the Metro Pain Account for (i) all outgoing wires issued from the Metro Pain Account for July 1, 2021 through the present; and (ii) all incoming wires into the Metro Pain Account for September 1, 2021 through the present.
5. Copies of bank records, including but not limited to bank statements, canceled checks (copies of front and back of canceled checks), withdrawal records, and electronic transfers for May 1, 2021 through the present in connection with any bank account held in the name of (i) Meditask LLC; (ii) International Education Exchange LLC; and (iii) Airway Instruments LLC.
6. Copies of bank records, including but not limited to bank statements, canceled checks (copies of front and back of canceled checks), withdrawal records, and electronic transfers for (i) any bank account held in the name of Legalmdconsult.com for May 1, 2021 through May 30, 2021 and September 1, 2021 through the present; and (ii) any bank account held in the name of Neurological Diagnostics Professional Association, P.C. from May 1, 2021 through June 8, 2021 and September 1, 2021 through the present.

As mentioned above, this additional verification is necessary based upon Leonid Shapiro, M.D.'s ("Dr. Shapiro") testimony, the questions concerning the eligibility of Tri Borough to collect No-Fault reimbursement, and the information gathered as a result of State Farm's investigation into the operations at the locations from which Tri Borough purports to operate.

State Farm also has serious concerns based on the bank records produced, especially relating to Dr. Shapiro commingling funds between his practices. For example: (i) Neurological Diagnostics Professional Association, P.C. transferred funds to an account ending [REDACTED] on July 21, 2021 for \$21,860.03, and also transferred \$120,000.00 into Tri Borough's account on August 30, 2021; (ii) Metro Pain paid \$112,730.38 on May 11, 2021 and \$50,000.00 on August 23, 2021 towards an "AMEX" bill which was not reflected in the American Express statements provided by Tri Borough; (iii) Metro Pain had a \$50,000.00 outgoing wire on July 19, 2021 that was not deposited into Tri Borough's account; and (vi) Metro Pain had an outgoing \$100,000.00 transfer on June 7, 2021 that was not deposited into Tri Borough's account.

The documents requested are necessary in order to confirm Dr. Shapiro's testimony regarding a variety of issues, including but not limited to Dr. Shapiro being unaware that New York No Fault Doctors advertises it offers services at one of Tri Borough's locations, the commingling of funds between Tri Borough and Metro Pain, and Dr. Shapiro's refusal to answer questions relating to whether he pays for Tri Borough's expenses from certain bank accounts.

Therefore, additional verification in the form of the above-referenced information is fully warranted and necessary to complete Tri Borough's proof of claim, and therefore, it is a condition of coverage for its claims. Please be advised that State Farm will not pay Tri Borough for any services rendered to the eligible injured persons relating to the claims identified on Appendix "A"



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or for any of the pending claims until Tri Borough has provided the verification that State Farm has requested.

Please note that the documents identified above bear directly on the issues for which State Farm has sought Tri Borough's EUO, including (i) the propriety of the billing and coding practices associated with the claim submissions made to State Farm; (ii) the medical justification for the performance of the services, including the pattern in the nature and frequency of such services performed by Tri Borough; (iii) whether Tri Borough is eligible for reimbursement under 11 N.Y.C.R.R. §65-3.16(a)(12) based upon the financial relationships between Tri Borough and the locations at which it renders services; and (iv) whether Tri Borough is in compliance with material licensing laws and/or operating in violation of the NY Business Corporation law, the New York State Education law and the New York Public Health Law.

Pursuant to 11 N.Y.C.R.R. § 65-3.5(o), Tri Borough's failure to comply with this verification request by providing all of the requested verification under Tri Borough's control or possession within 120 calendar days of our original request or by providing written proof providing reasonable justification for its failure to comply with this verification request may result in the subject claims being denied.

Your immediate attention to this matter is appreciated. Should you have any questions, please feel free to contact me.

Very truly yours,  
RIVKIN RADLER LLP  
*/s/ Garin Scollan*  
Garin Scollan

cc: Doug Babin, State Farm

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**Appendix “A”**

<b>Claim No.</b>	<b>Insured</b>	<b>Date of Service</b>	<b>Amount</b>
0813C491M		2021-06-10 to 2021-06-10	\$127.41
1120M832V		2021-07-20 to 2021-07-20	\$203.76
1314Q340M		2021-06-09 to 2021-06-09	\$127.41
1314Q340M		2021-07-14 to 2021-07-14	\$68.82
3017F545C		2021-06-17 to 2021-06-17	\$348.94
3017F545C		2021-07-20 to 2021-07-20	\$348.94
3207K419X		2021-06-09 to 2021-06-09	\$348.94
3207K419X		2021-07-07 to 2021-07-07	\$348.94
3208L795H		2021-07-06 to 2021-07-06	\$407.53
3208L795H		2021-07-31 to 2021-07-31	\$605.55
3208X354K		2021-06-25 to 2021-06-25	\$843.62
3210J679Z		2021-06-03 to 2021-06-03	\$127.41
3210K552L		2021-06-21 to 2021-06-21	\$127.41
3210W324H		2021-06-24 to 2021-06-24	\$127.41
3211M681H		2021-06-16 to 2021-06-16	\$127.41
3212F682R		2021-06-11 to 2021-06-11	\$933.40
3212Q552W		2021-07-07 to 2021-07-07	\$127.41
3212X404H		2021-06-17 to 2021-06-17	\$127.41
3212X404H		2021-07-29 to 2021-07-29	\$87.80
3213L859H		2021-06-11 to 2021-06-11	\$725.55
3213Q365W		2021-06-08 to 2021-06-08	\$127.41
3213R537P		2021-07-06 to 2021-07-06	\$407.53
3213R537P		2021-07-06 to 2021-07-06	\$127.41
3213R537P		2021-07-06 to 2021-07-06	\$127.41
3213V552C		2021-07-28 to 2021-07-28	\$203.76
3213W731M		2021-06-18 to 2021-06-18	\$127.41
3213X900B		2021-07-15 to 2021-07-15	\$68.82
3214F572K		2021-06-30 to 2021-06-30	\$407.53
3214F572K		2021-06-23 to 2021-06-23	\$407.53
3214F572K		2021-07-28 to 2021-07-28	\$127.41
3214F641G		2021-07-06 to 2021-07-06	\$348.94
3214F641G		2021-07-23 to 2021-07-23	\$745.42
3214F641G		2021-07-06 to 2021-07-06	\$348.94
3214F641G		2021-07-23 to 2021-07-23	\$752.98
3214F641G		2021-08-05 to 2021-08-05	\$68.82
3214G898D		2021-06-08 to 2021-06-08	\$127.41
3214G898D		2021-07-13 to 2021-07-13	\$87.80
3214H525T		2021-06-08 to 2021-06-08	\$127.41
3214H525T		2021-07-30 to 2021-07-30	\$407.53
3214K082Z		2021-06-10 to 2021-06-10	\$348.94
3214K082Z		2021-07-12 to 2021-07-12	\$127.41
3214Q235C		2021-06-14 to 2021-06-14	\$348.94
3214R096H		2021-06-11 to 2021-06-11	\$537.51
3214X181X		2021-06-14 to 2021-06-14	\$127.41
3214Z673R		2021-07-01 to 2021-07-01	\$348.94
3215C693F		2021-06-28 to 2021-06-28	\$348.94
3215D338T		2021-06-03 to 2021-06-03	\$407.53
3215D338T		2021-07-08 to 2021-07-08	\$407.53

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3215L523M		2021-06-14 to 2021-06-14	\$407.53
3215L523M		2021-07-16 to 2021-07-16	\$407.53
3215L523M		2021-08-18 to 2021-08-18	\$127.41
3216B198T		2021-06-14 to 2021-06-14	\$348.94
3216B198T		2021-07-19 to 2021-07-19	\$68.82
3216H900Z		2021-06-16 to 2021-06-16	\$1,400.78
3216H900Z		2021-07-16 to 2021-07-16	\$87.80
3216H900Z		2021-06-16 to 2021-06-26	\$1,400.78
3216H900Z		2021-07-16 to 2021-07-16	\$87.80
3216N774D		2021-06-22 to 2021-06-22	\$407.53
3216N774D		2021-07-15 to 2021-07-15	\$203.76
3216N774D		2021-06-24 to 2021-06-24	\$407.53
3216S546Z		2021-06-08 to 2021-06-08	\$68.82
3216S546Z		2021-07-20 to 2021-07-20	\$348.94
3216S546Z		2021-06-08 to 2021-06-08	\$348.94
3216S546Z		2021-07-06 to 2021-07-06	\$348.94
3216T305C		2021-07-13 to 2021-07-13	\$348.94
3216V052X		2021-06-15 to 2021-06-15	\$233.88
3216V052X		2021-07-07 to 2021-07-07	\$87.80
3216V052X		2021-07-13 to 2021-07-13	\$127.41
3216V052X		2021-06-15 to 2021-06-15	\$87.80
3216V052X		2021-07-13 to 2021-07-13	\$127.41
3216X121K		2021-07-28 to 2021-07-28	\$7,583.39
3216X121K		2021-07-28 to 2021-07-28	\$811.42
3216X121K		2021-08-09 to 2021-08-09	\$15.00
3217D708R		2021-06-23 to 2021-06-23	\$68.82
3217D708R		2021-06-25 to 2021-06-25	\$387.61
3217D708R		2021-07-21 to 2021-07-21	\$68.82
3217D708R		2021-06-25 to 2021-06-25	\$745.42
3217D708R		2021-07-07 to 2021-07-07	\$348.94
3217S139X		2021-07-09 to 2021-07-09	\$745.42
3217V166J		2021-06-27 to 2021-06-27	\$537.51
3217V166J		2021-07-11 to 2021-07-11	\$480.83
3217V166J		2021-07-13 to 2021-07-13	\$127.41
3217V166J		2021-07-13 to 2021-07-13	\$280.12
3217V166J		2021-07-13 to 2021-07-13	\$127.41
3217V375Z		2021-07-06 to 2021-07-06	\$203.76
3217Z499F		2021-06-08 to 2021-06-08	\$127.41
3217Z499F		2021-06-03 to 2021-06-03	\$348.94
3218C161C		2021-06-14 to 2021-06-14	\$348.94
3218C161C		2021-07-15 to 2021-07-15	\$407.53
3218C161C		2021-06-14 to 2021-06-14	\$348.94
3218C161C		2021-07-15 to 2021-07-15	\$127.41
3218F015X		2021-06-11 to 2021-06-11	\$1,400.78
3218F015X		2021-06-11 to 2021-06-11	\$1,400.78
3218F885M		2021-06-16 to 2021-06-16	\$1,400.78
3218F885M		2021-06-16 to 2021-06-16	\$407.53
3218F885M		2021-06-18 to 2021-06-18	\$1,400.78
3218F885M		2021-07-02 to 2021-07-02	\$1,400.78
3218F885M		2021-07-07 to 2021-07-07	\$700.39
3218F885M		2021-07-16 to 2021-07-16	\$745.42
3218F885M		2021-07-20 to 2021-07-20	\$367.92
3218F885M		2021-07-30 to 2021-07-30	\$3,121.16

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3218G863P		2021-06-18 to 2021-06-18	\$700.39
3218G863P		2021-07-09 to 2021-07-09	\$700.39
3218G863P		2021-07-09 to 2021-07-09	\$367.92
3218G863P		2021-07-21 to 2021-07-21	\$127.41
3218G863P		2021-07-21 to 2021-07-21	\$367.92
3218G863P		2021-07-26 to 2021-07-26	\$914.94
3218K202F		2021-06-23 to 2021-06-23	\$407.53
3218K930M		2021-06-09 to 2021-06-09	\$87.80
3218K930M		2021-06-30 to 2021-06-30	\$700.39
3218K930M		2021-07-14 to 2021-07-14	\$367.92
3218L485Z		2021-06-11 to 2021-06-11	\$1,400.78
3218Q358M		2021-06-27 to 2021-06-27	\$537.51
3218Q358M		2021-07-14 to 2021-07-14	\$348.94
3218Q358M		2021-06-15 to 2021-06-15	\$127.41
3218Q358M		2021-06-27 to 2021-06-27	\$865.42
3218Q358M		2021-07-28 to 2021-07-28	\$68.82
3218T330S		2021-07-19 to 2021-07-19	\$407.53
3218T330S		2021-07-28 to 2021-07-28	\$203.76
3218T330S		2021-06-25 to 2021-06-25	\$865.42
3218T330S		2021-06-28 to 2021-06-28	\$407.53
3218T330S		2021-07-11 to 2021-07-11	\$605.55
3218T406M		2021-06-22 to 2021-06-22	\$127.41
3218T406M		2021-07-20 to 2021-07-20	\$87.80
3218V644F		2021-07-21 to 2021-07-21	\$203.76
3218W888Z		2021-07-08 to 2021-07-08	\$87.80
3218X011K		2021-06-29 to 2021-06-29	\$127.41
3218X011K		2021-07-22 to 2021-07-22	\$203.76
3218X011K		2021-08-16 to 2021-08-16	\$203.76
3218Z369M		2021-06-08 to 2021-06-08	\$348.94
3218Z369M		2021-06-28 to 2021-06-28	\$997.16
3218Z369M		2021-06-28 to 2021-06-28	\$9,319.26
3218Z369M		2021-07-12 to 2021-07-12	\$15.00
3218Z369M		2021-07-12 to 2021-07-12	\$127.41
3218Z369M		2021-07-14 to 2021-07-14	\$203.76
3218Z369M		2021-07-23 to 2021-07-23	\$605.55
3219C719R		2021-06-23 to 2021-06-23	\$203.76
3219C719R		2021-07-01 to 2021-07-01	\$407.53
3219C719R		2021-06-23 to 2021-06-23	\$203.76
3219C719R		2021-07-01 to 2021-07-01	\$407.53
3219C719R		2021-07-09 to 2021-07-09	\$537.51
3219C719R		2021-07-23 to 2021-07-23	\$537.51
3219C719R		2021-07-01 to 2021-07-01	\$127.41
3219C719R		2021-07-22 to 2021-07-22	\$203.76
3219F293L		2021-06-09 to 2021-06-09	\$127.41
3219F293L		2021-06-25 to 2021-06-25	\$1,400.78
3219F293L		2021-07-09 to 2021-07-09	\$745.42
3219F293L		2021-07-13 to 2021-07-13	\$407.53
3219G185D		2021-06-09 to 2021-06-09	\$407.53
3219G185D		2021-07-12 to 2021-07-12	\$203.76
3219H707N		2021-06-18 to 2021-06-18	\$87.80
3219H707N		2021-06-14 to 2021-06-14	\$127.41
3219H707N		2021-06-23 to 2021-06-23	\$203.76
3219L633K		2021-06-22 to 2021-06-22	\$407.53

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3219L633K	2021-07-23 to 2021-07-23	\$127.41
3219L633K	2021-06-22 to 2021-06-22	\$407.53
3219L633K	2021-08-04 to 2021-08-04	\$367.92
3219L838D	2021-06-09 to 2021-06-09	\$68.82
3219L838D	2021-07-07 to 2021-07-07	\$87.80
3219L838D	2021-07-08 to 2021-07-08	\$407.53
3219L838D	2021-07-16 to 2021-07-16	\$752.98
3219L838D	2021-07-30 to 2021-07-30	4429.11
3219L838D	2021-07-30 to 2021-07-30	473.91
3219L838D	2021-08-16 to 2021-08-16	\$15.00
3219P989S	2021-07-01 to 2021-07-01	\$127.41
3219P989S	2021-07-01 to 2021-07-01	\$127.41
3219Q022N	2021-06-23 to 2021-06-23	\$203.76
3219Q022N	2021-06-23 to 2021-06-23	\$68.82
3219Q022N	2021-07-28 to 2021-07-28	\$7,623.70
3219Q022N	2021-07-28 to 2021-07-28	\$815.73
3219Q022N	2021-07-21 to 2021-07-21	\$68.82
3219Q022N	2021-08-02 to 2021-08-02	\$15.00
3219Q022N	2021-06-23 to 2021-06-23	\$68.82
3219Q022N	2021-06-23 to 2021-06-23	\$203.76
3219Q022N	2021-07-28 to 2021-07-28	\$8,437.47
3219Q022N	2021-07-28 to 2021-07-28	\$902.80
3219Q022N	2021-07-21 to 2021-07-21	\$68.82
3219Q022N	2021-08-02 to 2021-08-02	\$15.00
3219R754M	2021-06-03 to 2021-06-03	\$422.74
3219R754M	2021-06-03 to 2021-06-03	\$422.74
3219V579N	2021-06-23 to 2021-06-23	\$407.53
3219Z355J	2021-07-08 to 2021-07-08	\$348.94
3219Z355J	2021-07-16 to 2021-07-16	\$537.51
3220K192W	2021-06-04 to 2021-06-04	\$275.00
3220K192W	2021-06-16 to 2021-06-16	\$1,400.78
3220K192W	2021-06-23 to 2021-06-23	\$700.39
3220K192W	2021-06-24 to 2021-06-24	\$142.62
3220K192W	2021-07-21 to 2021-07-21	\$407.53
3220K525S	2021-06-16 to 2021-06-16	\$407.53
3220L781V	2021-06-02 to 2021-06-02	\$203.76
3220L781V	2021-06-16 to 2021-06-16	\$1,400.78
3220L781V	2021-06-25 to 2021-06-25	\$1,400.78
3220L781V	2021-08-04 to 2021-08-04	\$407.53
3220M602H	2021-06-03 to 2021-06-03	\$275.00
3220M602H	2021-06-29 to 2021-06-29	\$142.62
3220M602H	2021-07-01 to 2021-07-01	\$203.76
3220Q700R	2021-06-09 to 2021-06-09	\$203.76
3220Q700R	2021-06-11 to 2021-06-11	\$1,400.78
3220Q700R	2021-06-25 to 2021-06-25	\$1,400.78
3220Q700R	2021-07-07 to 2021-07-07	\$203.76
3220Q700R	2021-07-16 to 2021-07-16	\$407.53
3220Q700R	2021-08-06 to 2021-08-06	\$1,219.29
3220S085R	2021-08-05 to 2021-08-05	\$203.76
3220V656B	2021-07-15 to 2021-07-15	\$203.76
3220V656B	2021-07-20 to 2021-07-20	\$127.41
3220V656B	2021-07-15 to 2021-07-15	\$203.76
3220V656B	2021-07-20 to 2021-07-20	\$127.41



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3220W660F	2021-06-22 to 2021-06-22	\$555.12
3220W660F	2021-07-15 to 2021-07-15	\$203.76
3220W660F	2021-07-19 to 2021-07-19	\$970.95
3220W660F	2021-07-27 to 2021-07-27	\$203.76
3220W660F	2021-08-02 to 2021-08-02	\$1,098.36
3220W660F	2021-07-20 to 2021-07-20	\$407.53
3220W660F	2021-08-11 to 2021-08-11	\$8,633.98
3220W660F	2021-08-11 to 2021-08-11	\$923.83
3220Z478J	2021-06-23 to 2021-06-23	\$275.00
3221G795L	2021-06-25 to 2021-06-25	\$275.00
3221G795L	2021-07-07 to 2021-07-07	\$1,400.78
3221G795L	2021-07-27 to 2021-07-27	\$407.53
3221H898B	2021-06-16 to 2021-06-16	\$203.76
3221H898B	2021-07-23 to 2021-07-23	\$407.53
3221N940T	2021-07-07 to 2021-07-07	\$203.76
3221N940T	2021-08-18 to 2021-08-18	\$203.76
3221P111T	2021-07-19 to 2021-07-19	\$203.76
3221P505L	2021-06-22 to 2021-06-22	\$203.76
3221R274K	2021-06-24 to 2021-06-24	\$203.76
3221R274K	2021-07-22 to 2021-07-22	\$127.41
3221R274K	2021-08-16 to 2021-08-16	\$203.76
3222C225Q	2021-07-19 to 2021-07-19	\$203.76
3222C225Q	2021-08-18 to 2021-08-18	\$203.76
3222G923H	2021-07-20 to 2021-07-20	\$203.76
3222G923H	2021-08-18 to 2021-08-18	\$203.76
3222G923H	2021-07-20 to 2021-07-20	\$203.76
3222G923H	2021-08-18 to 2021-08-18	\$203.76
3222K796X	2021-07-26 to 2021-07-26	\$142.62
3222L089L	2021-07-27 to 2021-07-27	\$203.76
3222L368L	2021-07-30 to 2021-07-30	\$203.76
3222L427M	2021-07-21 to 2021-07-21	\$142.62
3222S261Z	2021-07-27 to 2021-07-27	\$203.76
3223F088K	2021-07-29 to 2021-07-29	\$203.76
329113R46	2021-06-08 to 2021-06-08	\$127.41
32C0589C7	2021-06-08 to 2021-06-08	\$127.41
32C0589C7	2021-07-13 to 2021-07-13	\$127.41
32C6063X0	2021-06-03 to 2021-06-03	\$127.41
3317C522B	2021-07-13 to 2021-07-13	\$367.92
3811M094P	2021-06-09 to 2021-06-09	\$127.41
3811M094P	2021-07-12 to 2021-07-12	\$7,061.88
3811M094P	2021-07-12 to 2021-07-12	\$748.88
3811M094P	2021-07-27 to 2021-07-27	\$15.00
3812Q282F	2021-06-22 to 2021-06-22	\$68.82
3812Q282F	2021-06-22 to 2021-06-22	\$68.82
3812Q282F	2021-06-21 to 2021-06-21	\$407.53
3812Q282F	2021-07-19 to 2021-07-19	\$407.53
3812Q282F	2021-07-26 to 2021-07-26	\$87.80
3819F615L	2021-06-14 to 2021-06-14	\$407.53
3819F615L	2021-07-13 to 2021-07-13	\$348.94
3819F615L	2021-07-14 to 2021-07-14	\$203.76
3819F615L	2021-07-23 to 2021-07-23	\$537.51
4216T169D	2021-06-09 to 2021-06-09	\$68.82
4216T169D	2021-06-17 to 2021-06-17	\$865.42

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4618V703P	2021-06-07 to 2021-06-07	\$348.94
4618V703P	2021-06-30 to 2021-06-30	\$4,519.80
4618V703P	2021-06-30 to 2021-06-30	\$483.62
4618V703P	2021-07-08 to 2021-07-08	\$127.41
4618V703P	2021-07-13 to 2021-07-13	\$15.00
5209M300H	2021-06-23 to 2021-06-23	\$87.80
5209M300H	2021-06-27 to 2021-06-27	\$605.55
5213C886X	2021-06-10 to 2021-06-10	\$348.94
5213C886X	2021-07-15 to 2021-07-15	\$348.94
5213C886X	2021-06-10 to 2021-06-10	\$348.94
5213C886X	2021-07-15 to 2021-07-15	\$348.94
5213L788S	2021-06-03 to 2021-06-03	\$127.41
5213L788S	2021-07-08 to 2021-07-08	\$407.53
5213S929W	2021-06-03 to 2021-06-03	\$367.92
5213S929W	2021-07-06 to 2021-07-06	\$348.94
5214Z709T	2021-06-30 to 2021-06-30	\$348.94
5214Z709T	2021-07-07 to 2021-07-07	\$348.94
5214Z709T	2021-06-23 to 2021-06-23	\$68.82
5215G251M	2021-07-13 to 2021-07-13	\$127.41
5215G251M	2021-07-15 to 2021-07-15	\$203.76
5215G251M	2021-07-16 to 2021-07-16	\$605.55
5215V646P	2021-06-15 to 2021-06-15	\$348.94
5217F962B	2021-06-07 to 2021-06-07	\$68.82
5217F962B	2021-07-19 to 2021-07-19	\$68.82
5217F962B	2021-07-20 to 2021-07-20	\$203.76
5217N325V	2021-06-15 to 2021-06-15	\$348.94
5217N325V	2021-07-12 to 2021-07-12	\$127.41
5217N325V	2021-07-16 to 2021-07-16	\$537.51
5217T539S	2021-06-09 to 2021-06-09	\$348.94
5217T539S	2021-07-13 to 2021-07-13	\$407.53
5217V045C	2021-07-02 to 2021-07-02	\$514.00
5217V045C	2021-07-29 to 2021-07-29	\$127.41
5217V045C	2021-07-02 to 2021-07-02	\$407.53
5217V045C	2021-07-29 to 2021-07-29	\$127.41
5218D597H	2021-06-22 to 2021-06-22	\$127.41
5218D597H	2021-07-21 to 2021-07-21	\$68.82
5218K001D	2021-06-22 to 2021-06-22	\$127.41
5218K001D	2021-07-29 to 2021-07-29	\$127.41
5218K001D	2021-06-09 to 2021-06-09	\$348.94
5218K001D	2021-06-25 to 2021-06-25	\$605.55
5218K001D	2021-07-13 to 2021-07-13	\$407.53
5218K001D	2021-07-21 to 2021-07-21	\$595.22
5218K001D	2021-07-21 to 2021-07-21	\$5,562.83
5218K001D	2021-07-20 to 2021-07-20	\$203.76
5218K001D	2021-08-02 to 2021-08-02	\$15.00
5218K001D	2021-07-20 to 2021-07-20	\$203.76
5218K001D	2021-08-02 to 2021-08-02	\$15.00
5218K356S	2021-06-15 to 2021-06-15	\$127.41
5218K356S	2021-07-07 to 2021-07-07	\$203.76
5218K356S	2021-07-07 to 2021-07-07	\$1,098.36

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5218K356S		2021-07-13 to 2021-07-13	\$127.41
5218L830B		2021-07-21 to 2021-07-21	\$203.76
5218X611H		2021-06-23 to 2021-06-23	\$127.41
5218X611H		2021-06-23 to 2021-06-23	\$127.41
5218X611H		2021-06-23 to 2021-06-23	\$127.41
5219G256H		2021-06-08 to 2021-06-08	\$348.94
5219G256H		2021-07-08 to 2021-07-08	\$348.94
5219G256H		2021-07-30 to 2021-07-30	\$537.51
5219G256H		2021-07-30 to 2021-07-30	\$537.51
5219Q917C		2021-07-14 to 2021-07-14	\$422.74
5219Q917C		2021-07-14 to 2021-07-14	\$422.74
5220D095D		2021-06-24 to 2021-06-24	\$348.94
5220D095D		2021-07-09 to 2021-07-09	\$537.51
5220D095D		2021-07-12 to 2021-07-12	\$203.76
5220D095D		2021-07-22 to 2021-07-22	\$348.94
5220D095D		2021-07-23 to 2021-07-23	\$605.55
5220D095D		2021-06-08 to 2021-06-08	\$422.74
5220D095D		2021-07-08 to 2021-07-08	\$348.94
5220D095D		2021-07-12 to 2021-07-12	\$203.76
5220D095D		2021-07-28 to 2021-07-28	\$7,623.70
5220D095D		2021-07-28 to 2021-07-28	\$815.73
5220Q994B		2021-07-21 to 2021-07-21	\$203.76
5220W430W		2021-06-08 to 2021-06-08	\$483.88
5220W430W		2021-07-02 to 2021-07-02	\$514.00
5220W430W		2021-07-15 to 2021-07-15	\$203.76
5220W430W		2021-07-19 to 2021-07-19	\$970.95
5222C747R		2021-07-13 to 2021-07-13	\$203.76
5222S423P		2021-07-22 to 2021-07-22	\$203.76
52G7082C8		2021-06-03 to 2021-06-03	\$127.41
52G7082C8		2021-07-15 to 2021-07-15	407.53
5914K802R		2021-07-07 to 2021-07-07	\$407.53
5222S423P		2021-07-22 to 2021-07-22	\$203.76
5222S423P		2021-07-22 to 2021-07-22	\$203.76
5223F105G		2021-07-21 to 2021-07-21	\$203.76
5223F105G		2021-08-18 to 2021-08-18	\$203.76
5223F105G		2021-07-21 to 2021-07-21	\$203.76
5223F105G		2021-08-18 to 2021-08-18	\$203.76
3822N575D		2021-07-29 to 2021-07-29	\$203.76
5222S423P		2021-07-22 to 2021-07-22	\$203.76
5914K802R		2021-07-07 to 2021-07-07	\$407.53
3218W000S		2021-07-28 to 2021-07-28	\$142.62





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October 22, 2021

**Via E-Mail & Regular Mail**

The Law Offices Of Hillary Blumenthal, P.L.L.C.  
711 32<sup>nd</sup> Street, 2nd Floor  
Union City, New Jersey 07087  
Attention: Hillary Blumenthal

**Re: Examination Under Oath of Tri-Borough NY Medical Practice, P.C. on behalf of  
State Farm Mutual Automobile Insurance Company ("State Farm")  
Claims/Eligible Injured Persons: See Appendix "A"  
Our File No.: 20660-719**

Dear Ms. Blumenthal:

**REQUEST FOR VERIFICATION**

As you know, State Farm is investigating Tri-Borough NY Medical Practice, P.C. ("Tri Borough") and has been attempting to verify the above-referenced claims, determine Tri Borough's entitlement to reimbursement for No-Fault benefits, and its compliance with the requirements of 11 N.Y.C.R.R. §65-3.16 (a)(12), among other things. Pursuant to State Farm's investigation concerning the above-referenced claims, Tri Borough appeared for an Examination Under Oath ("EUO") on September 24, 2021. Pursuant to your consent on the record, the EUO covered both the updated list of claims annexed hereto as Appendix "A" and any additional claims received by State Farm through and until the date of the EUO. The EUO testimony raised concerns, which necessitates that documentary information be provided to State Farm.

In response to your October 4, 2021 letter, as we have discussed and you are certainly well aware, Rivkin Radler LLP will not disclose any information provided by Tri Borough, Leonid Shapiro, M.D., or you during the verification process to any other insurance companies that it represents, except as required by law or to comply with any lawful order, subpoena, discovery request or regulatory direction. However, in references to any "limited carve out" for use of information, State Farm has not agreed to any "limited carve out" and State Farm can disclose and use copies of all of documents and materials produced by Tri Borough, including during the verification process, in any legally acceptable manner and as necessary to defend or prosecute its interests in any future arbitration or litigation proceedings.

Further, as agreed, in compliance with the No-Fault Regulations, State Farm will reimburse Leonid Shapiro, M.D. \$2,000.00 for his EUO appearance.

As you know, additional verification includes all information that is necessary for the insurer to determine whether the claim submitted by the healthcare provider is payable. See Nyack Hosp. v. General Motors Acceptance Corp., 27 A.D.3d 96, 808 N.Y.S.2d 399 (2d Dep't 2005).

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The No-Fault Regulations in no way limit the areas of inquiry that may be addressed through the claim verification process. Thus, contrary to your assertion that such requests are improper, State Farm's requests for financial records under these circumstances fall squarely within the kind of verification contemplated by the No-Fault Law, the implementing regulations, and interpreting case law.

The No-Fault regulations (pursuant to 11 N.Y.C.R.R. § 65-3.5(c)) expressly permit an insurer "to receive all items necessary to verify the claim directly from the parties from whom such verification was requested." Moreover, 11 N.Y.C.R.R. § 65-1.1(d) includes a specific section entitled "Conditions" which states, in part:

Upon request by the Company, the eligible injured person or that person's assignee or representative shall:

- (b) as may reasonably be required submit to examinations under oath by any person named by the Company and subscribe the same;

\* \* \*

- (d) provide any other pertinent information that may assist the Company in determining the amount due and payable.

A review of Tri Borough's October 14, 2021 correspondence<sup>1</sup> and the attachments thereto, as well as all other documents provided by Tri Borough to date, revealed that Tri Borough has failed to fully comply with State Farm's requests for additional verification. As such, State Farm is giving Tri Borough another opportunity to provide the requested documentation. In order to resolve the issues with Tri Borough and permit State Farm to verify whether Tri Borough is entitled to receive No-Fault benefits, State Farm requires that Tri Borough submit the following information, to the extent it exists and as testified to:

1. Copies of bank records, including but not limited to bank statements, canceled checks (copies of front and back of canceled checks), withdrawal records, and electronic transfers for Tri Borough's bank account for September 1, 2021 through the present.
2. Copies of canceled checks (copies of front and back of canceled checks) issued from the Metro Pain Fifth Third Bank account ("Metro Pain Account") from May 1, 2021 through the present, as well as documents to prove the other individual/entity exchanging wires with the Metro Pain Account for all incoming wires into the Metro Pain Account for September 1, 2021 through the present.
3. Copies of bank records, including but not limited to bank statements, canceled checks (copies of front and back of canceled checks), withdrawal records, and electronic transfers for May 1, 2021 through the present in connection with any bank account held in the name of (i) Meditask LLC; and (ii) Airway Instruments LLC.

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<sup>1</sup> Some of the documents produced were duplicates.

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4. Copies of bank records, including but not limited to bank statements, canceled checks (copies of front and back of canceled checks), withdrawal records, and electronic transfers for (i) any bank account held in the name of Legalmdconsult.com LLC for May 1, 2021 through May 30, 2021; and (ii) Neurological Diagnostics Professional Association, P.C.'s ConnectOne Bank account from May 1, 2021 through June 8, 2021.

As mentioned above, this additional verification is necessary based upon Leonid Shapiro, M.D.'s ("Dr. Shapiro") testimony, the questions concerning the eligibility of Tri Borough to collect No-Fault reimbursement, and the information gathered as a result of State Farm's investigation into the operations at the locations from which Tri Borough purports to operate.

State Farm also has serious concerns based on the bank records produced, especially relating to Dr. Shapiro commingling funds between his practices, and Dr. Shapiro's banking activity leading to all of his Chase bank accounts being frozen based on, what seems to be, the accounts being used for illicit purposes. Additionally, the Certificate of Dissolution provided for Airway Instruments, LLC and Meditask LLC is insufficient. As you know, public filings in the Eastern District of New York detail how healthcare providers utilize bank accounts of defunct companies to make illicit payments.

Dr. Shapiro also provided records related to bank accounts that appear to have a zero balance, including Legalmdconsult.com LLC's Chase bank account, Metro Pain's Chase bank account, Neurological Diagnostics Professional Association, P.C.'s Chase bank account, and Neurological Diagnostics Professional Association, P.C.'s Investors Bank account. Please confirm whether these bank accounts were closed from the month of the zero balance through the present, or the accounts were operating with no available funds for a certain time period.

Additionally, your letter indicated that State Farm was requesting documents that do not exist when it requested copies of canceled checks for check number 10000 and 10001 issued from Tri Borough's ConnectOne bank account in August 2021. However, Tri Borough produced a copy of both checks – so clearly, they exist. Against this backdrop, State Farm has a good faith basis to request copies of checks issued the Metro Pain Account because the bank statements indicate checks were issued for this account, including 11 checks issued in July 2021 totaling over \$12,000.00. The top of the statement also indicates the specific check numbers and amount for each of these checks.

The documents requested are necessary in order to confirm Dr. Shapiro's testimony regarding a variety of issues, including but not limited to Dr. Shapiro being unaware that New York No Fault Doctors advertises it offers services at one of Tri Borough's locations, the commingling of funds between Tri Borough and Metro Pain, and Dr. Shapiro's refusal to answer questions relating to whether he pays for Tri Borough's expenses from certain bank accounts.

Therefore, additional verification in the form of the above-referenced information is fully warranted and necessary to complete Tri Borough's proof of claim, and therefore, it is a condition of coverage for its claims. Please be advised that State Farm will not pay Tri Borough for any services rendered to the eligible injured persons relating to the claims identified on Appendix "A"

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or for any of the pending claims until Tri Borough has provided the verification that State Farm has requested.

Please note that the documents identified above bear directly on the issues for which State Farm has sought Tri Borough's EUO, including (i) the propriety of the billing and coding practices associated with the claim submissions made to State Farm; (ii) the medical justification for the performance of the services, including the pattern in the nature and frequency of such services performed by Tri Borough; (iii) whether Tri Borough is eligible for reimbursement under 11 N.Y.C.R.R. §65-3.16(a)(12) based upon the financial relationships between Tri Borough and the locations at which it renders services; and (iv) whether Tri Borough is in compliance with material licensing laws and/or operating in violation of the NY Business Corporation law, the New York State Education law and the New York Public Health Law.

Pursuant to 11 N.Y.C.R.R. § 65-3.5(o), Tri Borough's failure to comply with this verification request by providing all of the requested verification under Tri Borough's control or possession within 120 calendar days of our original request or by providing written proof providing reasonable justification for its failure to comply with this verification request may result in the subject claims being denied.

Your immediate attention to this matter is appreciated. Should you have any questions, please feel free to contact me.

Very truly yours,  
RIVKIN RADLER LLP

*/s/ Garin Scollan*

Garin Scollan

cc: Doug Babin, State Farm

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**Appendix "A"**

<b><u>Claim No.</u></b>	<b><u>Insured</u></b>	<b><u>Date of Service</u></b>	<b><u>Amount</u></b>
0813C491M		2021-06-10 to 2021-06-10	\$127.41
1120M832V		2021-07-20 to 2021-07-20	\$203.76
1314Q340M		2021-06-09 to 2021-06-09	\$127.41
1314Q340M		2021-07-14 to 2021-07-14	\$68.82
3017F545C		2021-06-17 to 2021-06-17	\$348.94
3017F545C		2021-07-20 to 2021-07-20	\$348.94
3207K419X		2021-06-09 to 2021-06-09	\$348.94
3207K419X		2021-07-07 to 2021-07-07	\$348.94
3208L795H		2021-07-06 to 2021-07-06	\$407.53
3208L795H		2021-07-31 to 2021-07-31	\$605.55
3208X354K		2021-06-25 to 2021-06-25	\$843.62
3210J679Z		2021-06-03 to 2021-06-03	\$127.41
3210K552L		2021-06-21 to 2021-06-21	\$127.41
3210W324H		2021-06-24 to 2021-06-24	\$127.41
3211M681H		2021-06-16 to 2021-06-16	\$127.41
3212F682R		2021-06-11 to 2021-06-11	\$933.40
3212Q552W		2021-07-07 to 2021-07-07	\$127.41
3212X404H		2021-06-17 to 2021-06-17	\$127.41
3212X404H		2021-07-29 to 2021-07-29	\$87.80
3213L859H		2021-06-11 to 2021-06-11	\$725.55
3213Q365W		2021-06-08 to 2021-06-08	\$127.41
3213R537P		2021-07-06 to 2021-07-06	\$407.53
3213R537P		2021-07-06 to 2021-07-06	\$127.41
3213R537P		2021-07-06 to 2021-07-06	\$127.41
3213V552C		2021-07-28 to 2021-07-28	\$203.76
3213W731M		2021-06-18 to 2021-06-18	\$127.41
3213X900B		2021-07-15 to 2021-07-15	\$68.82
3214F572K		2021-06-30 to 2021-06-30	\$407.53
3214F572K		2021-06-23 to 2021-06-23	\$407.53
3214F572K		2021-07-28 to 2021-07-28	\$127.41
3214F641G		2021-07-06 to 2021-07-06	\$348.94
3214F641G		2021-07-23 to 2021-07-23	\$745.42
3214F641G		2021-07-06 to 2021-07-06	\$348.94
3214F641G		2021-07-23 to 2021-07-23	\$752.98
3214F641G		2021-08-05 to 2021-08-05	\$68.82
3214G898D		2021-06-08 to 2021-06-08	\$127.41
3214G898D		2021-07-13 to 2021-07-13	\$87.80
3214H525T		2021-06-08 to 2021-06-08	\$127.41
3214H525T		2021-07-30 to 2021-07-30	\$407.53
3214K082Z		2021-06-10 to 2021-06-10	\$348.94
3214K082Z		2021-07-12 to 2021-07-12	\$127.41
3214Q235C		2021-06-14 to 2021-06-14	\$348.94
3214R096H		2021-06-11 to 2021-06-11	\$537.51
3214X181X		2021-06-14 to 2021-06-14	\$127.41
3214Z673R		2021-07-01 to 2021-07-01	\$348.94
3215C693F		2021-06-28 to 2021-06-28	\$348.94
3215D338T		2021-06-03 to 2021-06-03	\$407.53
3215D338T		2021-07-08 to 2021-07-08	\$407.53



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3215L523M	2021-06-14 to 2021-06-14	\$407.53
3215L523M	2021-07-16 to 2021-07-16	\$407.53
3215L523M	2021-08-18 to 2021-08-18	\$127.41
3216B198T	2021-06-14 to 2021-06-14	\$348.94
3216B198T	2021-07-19 to 2021-07-19	\$68.82
3216H900Z	2021-06-16 to 2021-06-16	\$1,400.78
3216H900Z	2021-07-16 to 2021-07-16	\$87.80
3216H900Z	2021-06-16 to 2021-06-26	\$1,400.78
3216H900Z	2021-07-16 to 2021-07-16	\$87.80
3216N774D	2021-06-22 to 2021-06-22	\$407.53
3216N774D	2021-07-15 to 2021-07-15	\$203.76
3216N774D	2021-06-24 to 2021-06-24	\$407.53
3216S546Z	2021-06-08 to 2021-06-08	\$68.82
3216S546Z	2021-07-20 to 2021-07-20	\$348.94
3216S546Z	2021-06-08 to 2021-06-08	\$348.94
3216S546Z	2021-07-06 to 2021-07-06	\$348.94
3216T305C	2021-07-13 to 2021-07-13	\$348.94
3216V052X	2021-06-15 to 2021-06-15	\$233.88
3216V052X	2021-07-07 to 2021-07-07	\$87.80
3216V052X	2021-07-13 to 2021-07-13	\$127.41
3216V052X	2021-06-15 to 2021-06-15	\$87.80
3216V052X	2021-07-13 to 2021-07-13	\$127.41
3216X121K	2021-07-28 to 2021-07-28	\$7,583.39
3216X121K	2021-07-28 to 2021-07-28	\$811.42
3216X121K	2021-08-09 to 2021-08-09	\$15.00
3217D708R	2021-06-23 to 2021-06-23	\$68.82
3217D708R	2021-06-25 to 2021-06-25	\$387.61
3217D708R	2021-07-21 to 2021-07-21	\$68.82
3217D708R	2021-06-25 to 2021-06-25	\$745.42
3217D708R	2021-07-07 to 2021-07-07	\$348.94
3217S139X	2021-07-09 to 2021-07-09	\$745.42
3217V166J	2021-06-27 to 2021-06-27	\$537.51
3217V166J	2021-07-11 to 2021-07-11	\$480.83
3217V166J	2021-07-13 to 2021-07-13	\$127.41
3217V166J	2021-07-13 to 2021-07-13	\$280.12
3217V166J	2021-07-13 to 2021-07-13	\$127.41
3217V375Z	2021-07-06 to 2021-07-06	\$203.76
3217Z499F	2021-06-08 to 2021-06-08	\$127.41
3217Z499F	2021-06-03 to 2021-06-03	\$348.94
3218C161C	2021-06-14 to 2021-06-14	\$348.94
3218C161C	2021-07-15 to 2021-07-15	\$407.53
3218C161C	2021-06-14 to 2021-06-14	\$348.94
3218C161C	2021-07-15 to 2021-07-15	\$127.41
3218F015X	2021-06-11 to 2021-06-11	\$1,400.78
3218F015X	2021-06-11 to 2021-06-11	\$1,400.78
3218F885M	2021-06-16 to 2021-06-16	\$1,400.78
3218F885M	2021-06-16 to 2021-06-16	\$407.53
3218F885M	2021-06-18 to 2021-06-18	\$1,400.78
3218F885M	2021-07-02 to 2021-07-02	\$1,400.78
3218F885M	2021-07-07 to 2021-07-07	\$700.39
3218F885M	2021-07-16 to 2021-07-16	\$745.42
3218F885M	2021-07-20 to 2021-07-20	\$367.92
3218F885M	2021-07-30 to 2021-07-30	\$3,121.16

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3218G863P		2021-06-18 to 2021-06-18	\$700.39
3218G863P		2021-07-09 to 2021-07-09	\$700.39
3218G863P		2021-07-09 to 2021-07-09	\$367.92
3218G863P		2021-07-21 to 2021-07-21	\$127.41
3218G863P		2021-07-21 to 2021-07-21	\$367.92
3218G863P		2021-07-26 to 2021-07-26	\$914.94
3218K202F		2021-06-23 to 2021-06-23	\$407.53
3218K930M		2021-06-09 to 2021-06-09	\$87.80
3218K930M		2021-06-30 to 2021-06-30	\$700.39
3218K930M		2021-07-14 to 2021-07-14	\$367.92
3218L485Z		2021-06-11 to 2021-06-11	\$1,400.78
3218Q358M		2021-06-27 to 2021-06-27	\$537.51
3218Q358M		2021-07-14 to 2021-07-14	\$348.94
3218Q358M		2021-06-15 to 2021-06-15	\$127.41
3218Q358M		2021-06-27 to 2021-06-27	\$865.42
3218Q358M		2021-07-28 to 2021-07-28	\$68.82
3218T330S		2021-07-19 to 2021-07-19	\$407.53
3218T330S		2021-07-28 to 2021-07-28	\$203.76
3218T330S		2021-06-25 to 2021-06-25	\$865.42
3218T330S		2021-06-28 to 2021-06-28	\$407.53
3218T330S		2021-07-11 to 2021-07-11	\$605.55
3218T406M		2021-06-22 to 2021-06-22	\$127.41
3218T406M		2021-07-20 to 2021-07-20	\$87.80
3218V644F		2021-07-21 to 2021-07-21	\$203.76
3218W888Z		2021-07-08 to 2021-07-08	\$87.80
3218X011K		2021-06-29 to 2021-06-29	\$127.41
3218X011K		2021-07-22 to 2021-07-22	\$203.76
3218X011K		2021-08-16 to 2021-08-16	\$203.76
3218Z369M		2021-06-08 to 2021-06-08	\$348.94
3218Z369M		2021-06-28 to 2021-06-28	\$997.16
3218Z369M		2021-06-28 to 2021-06-28	\$9,319.26
3218Z369M		2021-07-12 to 2021-07-12	\$15.00
3218Z369M		2021-07-12 to 2021-07-12	\$127.41
3218Z369M		2021-07-14 to 2021-07-14	\$203.76
3218Z369M		2021-07-23 to 2021-07-23	\$605.55
3219C719R		2021-06-23 to 2021-06-23	\$203.76
3219C719R		2021-07-01 to 2021-07-01	\$407.53
3219C719R		2021-06-23 to 2021-06-23	\$203.76
3219C719R		2021-07-01 to 2021-07-01	\$407.53
3219C719R		2021-07-09 to 2021-07-09	\$537.51
3219C719R		2021-07-23 to 2021-07-23	\$537.51
3219C719R		2021-07-01 to 2021-07-01	\$127.41
3219C719R		2021-07-22 to 2021-07-22	\$203.76
3219F293L		2021-06-09 to 2021-06-09	\$127.41
3219F293L		2021-06-25 to 2021-06-25	\$1,400.78
3219F293L		2021-07-09 to 2021-07-09	\$745.42
3219F293L		2021-07-13 to 2021-07-13	\$407.53
3219G185D		2021-06-09 to 2021-06-09	\$407.53
3219G185D		2021-07-12 to 2021-07-12	\$203.76
3219H707N		2021-06-18 to 2021-06-18	\$87.80
3219H707N		2021-06-14 to 2021-06-14	\$127.41
3219H707N		2021-06-23 to 2021-06-23	\$203.76
3219L633K		2021-06-22 to 2021-06-22	\$407.53

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3219L633K	2021-07-23 to 2021-07-23	\$127.41
3219L633K	2021-06-22 to 2021-06-22	\$407.53
3219L633K	2021-08-04 to 2021-08-04	\$367.92
3219L838D	2021-06-09 to 2021-06-09	\$68.82
3219L838D	2021-07-07 to 2021-07-07	\$87.80
3219L838D	2021-07-08 to 2021-07-08	\$407.53
3219L838D	2021-07-16 to 2021-07-16	\$752.98
3219L838D	2021-07-30 to 2021-07-30	4429.11
3219L838D	2021-07-30 to 2021-07-30	473.91
3219L838D	2021-08-16 to 2021-08-16	\$15.00
3219P989S	2021-07-01 to 2021-07-01	\$127.41
3219P989S	2021-07-01 to 2021-07-01	\$127.41
3219Q022N	2021-06-23 to 2021-06-23	\$203.76
3219Q022N	2021-06-23 to 2021-06-23	\$68.82
3219Q022N	2021-07-28 to 2021-07-28	\$7,623.70
3219Q022N	2021-07-28 to 2021-07-28	\$815.73
3219Q022N	2021-07-21 to 2021-07-21	\$68.82
3219Q022N	2021-08-02 to 2021-08-02	\$15.00
3219Q022N	2021-06-23 to 2021-06-23	\$68.82
3219Q022N	2021-06-23 to 2021-06-23	\$203.76
3219Q022N	2021-07-28 to 2021-07-28	\$8,437.47
3219Q022N	2021-07-28 to 2021-07-28	\$902.80
3219Q022N	2021-07-21 to 2021-07-21	\$68.82
3219Q022N	2021-08-02 to 2021-08-02	\$15.00
3219R754M	2021-06-03 to 2021-06-03	\$422.74
3219R754M	2021-06-03 to 2021-06-03	\$422.74
3219V579N	2021-06-23 to 2021-06-23	\$407.53
3219Z355J	2021-07-08 to 2021-07-08	\$348.94
3219Z355J	2021-07-16 to 2021-07-16	\$537.51
3220K192W	2021-06-04 to 2021-06-04	\$275.00
3220K192W	2021-06-16 to 2021-06-16	\$1,400.78
3220K192W	2021-06-23 to 2021-06-23	\$700.39
3220K192W	2021-06-24 to 2021-06-24	\$142.62
3220K192W	2021-07-21 to 2021-07-21	\$407.53
3220K525S	2021-06-16 to 2021-06-16	\$407.53
3220L781V	2021-06-02 to 2021-06-02	\$203.76
3220L781V	2021-06-16 to 2021-06-16	\$1,400.78
3220L781V	2021-06-25 to 2021-06-25	\$1,400.78
3220L781V	2021-08-04 to 2021-08-04	\$407.53
3220M602H	2021-06-03 to 2021-06-03	\$275.00
3220M602H	2021-06-29 to 2021-06-29	\$142.62
3220M602H	2021-07-01 to 2021-07-01	\$203.76
3220Q700R	2021-06-09 to 2021-06-09	\$203.76
3220Q700R	2021-06-11 to 2021-06-11	\$1,400.78
3220Q700R	2021-06-25 to 2021-06-25	\$1,400.78
3220Q700R	2021-07-07 to 2021-07-07	\$203.76
3220Q700R	2021-07-16 to 2021-07-16	\$407.53
3220Q700R	2021-08-06 to 2021-08-06	\$1,219.29
3220S085R	2021-08-05 to 2021-08-05	\$203.76
3220V656B	2021-07-15 to 2021-07-15	\$203.76
3220V656B	2021-07-20 to 2021-07-20	\$127.41
3220V656B	2021-07-15 to 2021-07-15	\$203.76
3220V656B	2021-07-20 to 2021-07-20	\$127.41



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3220W660F	2021-06-22 to 2021-06-22	\$555.12
3220W660F	2021-07-15 to 2021-07-15	\$203.76
3220W660F	2021-07-19 to 2021-07-19	\$970.95
3220W660F	2021-07-27 to 2021-07-27	\$203.76
3220W660F	2021-08-02 to 2021-08-02	\$1,098.36
3220W660F	2021-07-20 to 2021-07-20	\$407.53
3220W660F	2021-08-11 to 2021-08-11	\$8,633.98
3220W660F	2021-08-11 to 2021-08-11	\$923.83
3220Z478J	2021-06-23 to 2021-06-23	\$275.00
3221G795L	2021-06-25 to 2021-06-25	\$275.00
3221G795L	2021-07-07 to 2021-07-07	\$1,400.78
3221G795L	2021-07-27 to 2021-07-27	\$407.53
3221H898B	2021-06-16 to 2021-06-16	\$203.76
3221H898B	2021-07-23 to 2021-07-23	\$407.53
3221N940T	2021-07-07 to 2021-07-07	\$203.76
3221N940T	2021-08-18 to 2021-08-18	\$203.76
3221P111T	2021-07-19 to 2021-07-19	\$203.76
3221P505L	2021-06-22 to 2021-06-22	\$203.76
3221R274K	2021-06-24 to 2021-06-24	\$203.76
3221R274K	2021-07-22 to 2021-07-22	\$127.41
3221R274K	2021-08-16 to 2021-08-16	\$203.76
3222C225Q	2021-07-19 to 2021-07-19	\$203.76
3222C225Q	2021-08-18 to 2021-08-18	\$203.76
3222G923H	2021-07-20 to 2021-07-20	\$203.76
3222G923H	2021-08-18 to 2021-08-18	\$203.76
3222G923H	2021-07-20 to 2021-07-20	\$203.76
3222G923H	2021-08-18 to 2021-08-18	\$203.76
3222K796X	2021-07-26 to 2021-07-26	\$142.62
3222L089L	2021-07-27 to 2021-07-27	\$203.76
3222L368L	2021-07-30 to 2021-07-30	\$203.76
3222L427M	2021-07-21 to 2021-07-21	\$142.62
3222S261Z	2021-07-27 to 2021-07-27	\$203.76
3223F088K	2021-07-29 to 2021-07-29	\$203.76
329113R46	2021-06-08 to 2021-06-08	\$127.41
32C0589C7	2021-06-08 to 2021-06-08	\$127.41
32C0589C7	2021-07-13 to 2021-07-13	\$127.41
32C6063X0	2021-06-03 to 2021-06-03	\$127.41
3317C522B	2021-07-13 to 2021-07-13	\$367.92
3811M094P	2021-06-09 to 2021-06-09	\$127.41
3811M094P	2021-07-12 to 2021-07-12	\$7,061.88
3811M094P	2021-07-12 to 2021-07-12	\$748.88
3811M094P	2021-07-27 to 2021-07-27	\$15.00
3812Q282F	2021-06-22 to 2021-06-22	\$68.82
3812Q282F	2021-06-22 to 2021-06-22	\$68.82
3812Q282F	2021-06-21 to 2021-06-21	\$407.53
3812Q282F	2021-07-19 to 2021-07-19	\$407.53
3812Q282F	2021-07-26 to 2021-07-26	\$87.80
3819F615L	2021-06-14 to 2021-06-14	\$407.53
3819F615L	2021-07-13 to 2021-07-13	\$348.94
3819F615L	2021-07-14 to 2021-07-14	\$203.76
3819F615L	2021-07-23 to 2021-07-23	\$537.51
4216T169D	2021-06-09 to 2021-06-09	\$68.82
4216T169D	2021-06-17 to 2021-06-17	\$865.42

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4618V703P	2021-06-07 to 2021-06-07	\$348.94
4618V703P	2021-06-30 to 2021-06-30	\$4,519.80
4618V703P	2021-06-30 to 2021-06-30	\$483.62
4618V703P	2021-07-08 to 2021-07-08	\$127.41
4618V703P	2021-07-13 to 2021-07-13	\$15.00
5209M300H	2021-06-23 to 2021-06-23	\$87.80
5209M300H	2021-06-27 to 2021-06-27	\$605.55
5213C886X	2021-06-10 to 2021-06-10	\$348.94
5213C886X	2021-07-15 to 2021-07-15	\$348.94
5213C886X	2021-06-10 to 2021-06-10	\$348.94
5213C886X	2021-07-15 to 2021-07-15	\$348.94
5213L788S	2021-06-03 to 2021-06-03	\$127.41
5213L788S	2021-07-08 to 2021-07-08	\$407.53
5213S929W	2021-06-03 to 2021-06-03	\$367.92
5213S929W	2021-07-06 to 2021-07-06	\$348.94
5214Z709T	2021-06-30 to 2021-06-30	\$348.94
5214Z709T	2021-07-07 to 2021-07-07	\$348.94
5214Z709T	2021-06-23 to 2021-06-23	\$68.82
5215G251M	2021-07-13 to 2021-07-13	\$127.41
5215G251M	2021-07-15 to 2021-07-15	\$203.76
5215G251M	2021-07-16 to 2021-07-16	\$605.55
5215V646P	2021-06-15 to 2021-06-15	\$348.94
5217F962B	2021-06-07 to 2021-06-07	\$68.82
5217F962B	2021-07-19 to 2021-07-19	\$68.82
5217F962B	2021-07-20 to 2021-07-20	\$203.76
5217N325V	2021-06-15 to 2021-06-15	\$348.94
5217N325V	2021-07-12 to 2021-07-12	\$127.41
5217N325V	2021-07-16 to 2021-07-16	\$537.51
5217T539S	2021-06-09 to 2021-06-09	\$348.94
5217T539S	2021-07-13 to 2021-07-13	\$407.53
5217V045C	2021-07-02 to 2021-07-02	\$514.00
5217V045C	2021-07-29 to 2021-07-29	\$127.41
5217V045C	2021-07-02 to 2021-07-02	\$407.53
5217V045C	2021-07-29 to 2021-07-29	\$127.41
5218D597H	2021-06-22 to 2021-06-22	\$127.41
5218D597H	2021-07-21 to 2021-07-21	\$68.82
5218K001D	2021-06-22 to 2021-06-22	\$127.41
5218K001D	2021-07-29 to 2021-07-29	\$127.41
5218K001D	2021-06-09 to 2021-06-09	\$348.94
5218K001D	2021-06-25 to 2021-06-25	\$605.55
5218K001D	2021-07-13 to 2021-07-13	\$407.53
5218K001D	2021-07-21 to 2021-07-21	\$595.22
5218K001D	2021-07-21 to 2021-07-21	\$5,562.83
5218K001D	2021-07-20 to 2021-07-20	\$203.76
5218K001D	2021-08-02 to 2021-08-02	\$15.00
5218K001D	2021-07-20 to 2021-07-20	\$203.76
5218K001D	2021-08-02 to 2021-08-02	\$15.00
5218K356S	2021-06-15 to 2021-06-15	\$127.41
5218K356S	2021-07-07 to 2021-07-07	\$203.76
5218K356S	2021-07-07 to 2021-07-07	\$1,098.36

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5218K356S		2021-07-13 to 2021-07-13	\$127.41
5218L830B		2021-07-21 to 2021-07-21	\$203.76
5218X611H		2021-06-23 to 2021-06-23	\$127.41
5218X611H		2021-06-23 to 2021-06-23	\$127.41
5218X611H		2021-06-23 to 2021-06-23	\$127.41
5219G256H		2021-06-08 to 2021-06-08	\$348.94
5219G256H		2021-07-08 to 2021-07-08	\$348.94
5219G256H		2021-07-30 to 2021-07-30	\$537.51
5219G256H		2021-07-30 to 2021-07-30	\$537.51
5219Q917C		2021-07-14 to 2021-07-14	\$422.74
5219Q917C		2021-07-14 to 2021-07-14	\$422.74
5220D095D		2021-06-24 to 2021-06-24	\$348.94
5220D095D		2021-07-09 to 2021-07-09	\$537.51
5220D095D		2021-07-12 to 2021-07-12	\$203.76
5220D095D		2021-07-22 to 2021-07-22	\$348.94
5220D095D		2021-07-23 to 2021-07-23	\$605.55
5220D095D		2021-06-08 to 2021-06-08	\$422.74
5220D095D		2021-07-08 to 2021-07-08	\$348.94
5220D095D		2021-07-12 to 2021-07-12	\$203.76
5220D095D		2021-07-28 to 2021-07-28	\$7,623.70
5220D095D		2021-07-28 to 2021-07-28	\$815.73
5220Q994B		2021-07-21 to 2021-07-21	\$203.76
5220W430W		2021-06-08 to 2021-06-08	\$483.88
5220W430W		2021-07-02 to 2021-07-02	\$514.00
5220W430W		2021-07-15 to 2021-07-15	\$203.76
5220W430W		2021-07-19 to 2021-07-19	\$970.95
5222C747R		2021-07-13 to 2021-07-13	\$203.76
5222S423P		2021-07-22 to 2021-07-22	\$203.76
52G7082C8		2021-06-03 to 2021-06-03	\$127.41
52G7082C8		2021-07-15 to 2021-07-15	407.53
5914K802R		2021-07-07 to 2021-07-07	\$407.53
5222S423P		2021-07-22 to 2021-07-22	\$203.76
5222S423P		2021-07-22 to 2021-07-22	\$203.76
5223F105G		2021-07-21 to 2021-07-21	\$203.76
5223F105G		2021-08-18 to 2021-08-18	\$203.76
5223F105G		2021-07-21 to 2021-07-21	\$203.76
5223F105G		2021-08-18 to 2021-08-18	\$203.76
3822N575D		2021-07-29 to 2021-07-29	\$203.76
5222S423P		2021-07-22 to 2021-07-22	\$203.76
5914K802R		2021-07-07 to 2021-07-07	\$407.53
3218W000S		2021-07-28 to 2021-07-28	\$142.62

# EXHIBIT 13

-----Original Message-----

From: hillarybeth@aol.com

To: hillarybeth@aol.com; ryan.goldberg@rivkin.com <ryan.goldberg@rivkin.com>; garin.scollan@rivkin.com <garin.scollan@rivkin.com>; calendar@hillaryblumenthallaw.com <calendar@hillaryblumenthallaw.com>; lee.sarai@yahoo.com <lee.sarai@yahoo.com>

Sent: Fri, Oct 22, 2021 4:50 pm

Subject: Tri-Borough and State Farm

Garin/Ryan:

Dr. Shapiro has nothing else to provide.

You have bled him dry of all documents.

He has been more than forthcoming with documentation and verification responses.

Please have your client act in good faith now. Please do not send any other request as nothing else exists.

Please advise if he will be paid or if I should start preparing the claims for litigation/arbitration.

Thank you so much.

Hillary

-----Original Message-----

From: hillarybeth@aol.com

To: ryan.goldberg@rivkin.com <ryan.goldberg@rivkin.com>; garin.scollan@rivkin.com <garin.scollan@rivkin.com>; hillarybeth@aol.com; calendar@hillaryblumenthallaw.com <calendar@hillaryblumenthallaw.com>

Cc: leon@docsnopain.com <leon@docsnopain.com>

Sent: Thu, Oct 14, 2021 2:24 pm

Subject: Tri-Borough/State Farm - response to your your letter dated 10/14/21

Garin/Ryan:

In response to your letter dated 10/14/21, please note the following:

1. Any documentation that exists was sent to you in a separate email where you can extract the documents via Dropbox.
2. Copies of bank records, including but not limited to bank statements, canceled checks (copies of front and back of canceled checks), withdrawal records, and electronic transfers for (i) Metro Pain Specialists, P.C.'s ("Metro Pain") Chase bank account for May 1, 2021 through the present, or, in the alternative, proof the Metro Pain Chase bank account was closed; and (ii) Tri Borough's bank account for September 1, 2021 through the present.

The Chase account was closed in January 2021 - final statement enclosed in Dropbox along with emails with Chase uploaded too.

3. Copies of canceled checks (copies of front and back of canceled checks) for check number 10000 and 10001 issued from Tri Borough's ConnectOne bank account in August 2021.

ConnectOne bank doe NOT provide back images of bill pays. This is not paper check, this is BILL PAY - the document you are requesting does not exist.

4. Copies of (i) the American Express credit card statements for Tri Borough for May 1, 2021 through August 16, 2021; and (ii) copies of the American Express credit card statements for the account that had its balance paid through funds issued from Metro Pain's Fifth Third Bank Account.

The PMR Medical card was used for all PCs, separate cards for Triborough was opened in August. ALL statements enclosed Master card statements uploaded in Dropbox.

5. Copies of canceled checks (copies of front and back of canceled checks) issued from the Metro Pain Fifth Third Bank account ("Metro Pain Account") from May 1, 2021 through the present, as well as documents to prove the other individual/entity exchanging wires with the Metro Pain Account for (i) all outgoing wires issued from the Metro Pain Account for July 1, 2021 through the present; and (ii) all incoming wires into the Metro Pain Account for September 1, 2021 through the present.

Metro Pain account does NOT use checks. Wires report uploaded to Dropbox - no other documentation exists.

6. Copies of bank records, including but not limited to bank statements, canceled checks (copies of front and back of canceled checks), withdrawal records, and electronic transfers for May 1, 2021 through the present in connection with any bank account held in the name of (i) Meditask LLC; (ii) International Education Exchange LLC; and (iii) Airway Instruments LLC.

Dissolution certificates uploaded to Dropbox Meditask 2015 and Airway Instruments 2014.

Dr. Shapiro does not have dissolution or bank docs for Education Exchange which was dissolved in 2011 or 2012.

7. Copies of bank records, including but not limited to bank statements, canceled checks (copies of front and back of canceled checks), withdrawal records, and electronic transfers for (i) any bank account held in the name of Legalmdconsult.com for May 1, 2021 through May 30, 2021 and September 1, 2021 through the present; and (ii) any bank account held in the name of Neurological Diagnostics Professional Association, P.C. from May 1, 2021 through June 8, 2021 and September 1, 2021 through the present.

The bank records for this PC has been uploaded into Dropbox.

We are done - there is nothing else that exists.

10/14/2021 - verification is closed. 11/13/2021 - State Farm has to pay or deny the claims. Once again, there is nothing else that exists.

Dr. Shapiro has been more than accommodating. Tell State Farm it is time for them to act in good faith.

Have a fabulous day.

Thank you.

Hillary



-----Original Message-----

From: hillarybeth@aol.com

To: leon@docsnopain.com <leon@docsnopain.com>

Cc: garin.scollan@rivkin.com <garin.scollan@rivkin.com>; ryan.goldberg@rivkin.com <ryan.goldberg@rivkin.com>; calendar@hillaryblumenthallaw.com <calendar@hillaryblumenthallaw.com>; hillarybeth@aol.com

Sent: Thu, Oct 14, 2021 2:14 pm

Subject: Re: Triborough - SF

Garin/Ryan:

Attached in Dropbox please find the documents from Dr. Shapiro for Tri-Borough in response to your letter dated 10/14/21.

Dr. Shapiro has NO ADDITIONAL DOCUMENTS - NOTHING ADDITIONAL SHALL BE FORTHCOMING.

Thank you.

Hillary

-----Original Message-----

From: Leonid Shapiro MD <leon@docsnopain.com>

To: hillarybeth@aol.com <hillarybeth@aol.com>

Cc: garin.scollan@rivkin.com <garin.scollan@rivkin.com>; ryan.goldberg@rivkin.com <ryan.goldberg@rivkin.com>

Sent: Thu, Oct 14, 2021 2:11 pm

Subject: RE: Triborough - SF

<https://www.dropbox.com/sh/9gf9n0wpt5objfi/AAAHH3vPj0cmlnJoP-IR1Ps2a?dl=0>

the additional documents are in the folder \_POST EUO requests letter

Thank you,

**Leon Shapiro MD**  
**Metro Pain Specialists PC**  
Mobile 201 8030191  
Office 855 699 PAIN

---

**From:** hillarybeth@aol.com <hillarybeth@aol.com>

**Sent:** Thursday, October 14, 2021 2:05 PM

**To:** Leonid Shapiro MD <leon@docsnopain.com>

**Subject:** Triborough - SF



Where are the documents - is it in dropbox?

If so, please copy GARIN and RYAN on the dropbox.

-----Original Message-----

From: hillarybeth@aol.com

To: Garin.Scollan@rivkin.com <Garin.Scollan@rivkin.com>

Cc: Ryan.Goldberg@rivkin.com <Ryan.Goldberg@rivkin.com>; calendar@hillaryblumenthallaw.com  
<calendar@hillaryblumenthallaw.com>; lee.sarai@yahoo.com <lee.sarai@yahoo.com>; hillarybeth@aol.com

Sent: Mon, Oct 4, 2021 12:42 pm

Subject: Re: Tri Borough

Hi Garin:

My response was just sent to you in response to your letter dated 10/2/21. Please refer back to that response.

As stated earlier - Dr. Shapiro has no additional documentation in his possession and as of 10/4/21 - the verification process is complete and State Farm has 30 days to pay or deny the claims.

Thank you.

Hillary

-----Original Message-----

From: Garin Scollan <Garin.Scollan@rivkin.com>

To: hillarybeth@aol.com <hillarybeth@aol.com>

Cc: Ryan Goldberg <Ryan.Goldberg@rivkin.com>

Sent: Mon, Oct 4, 2021 10:26 am

Subject: Tri Borough

Hillary – see attached letter. It is the same request, just has an updated list of claims that were subject to the EUO.

Thanks,  
Garin

**Please note to reduce the quantity of paper coming into our offices during the Coronavirus crisis when our staff is working remotely, we request that all communications with this office should be through electronic means. Your cooperation is appreciated.**



**Garin Scollan**

Associate

926 RXR Plaza, Uniondale, NY 11556-0926

D 516.357.3372 T 516.357.3000 F 516.357.3333

[Garin.Scollan@rivkin.com](mailto:Garin.Scollan@rivkin.com)

[www.rivkinradler.com](http://www.rivkinradler.com)



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-----Original Message-----

From: hillarybeth@aol.com

To: garin.scollan@rivkin.com <garin.scollan@rivkin.com>; calendar@hillaryblumenthallaw.com  
<calendar@hillaryblumenthallaw.com>; hillarybeth@aol.com; lee.sarai@yahoo.com <lee.sarai@yahoo.com>

Sent: Mon, Oct 4, 2021 11:15 am

Subject: Tri-Borough / State Farm Post EUO Verification Response - CONFIDENTIAL

Garin:

Attached please find all of the documents that you requested.

If any document has not been produced it is because it does not exist.

Dr. Shapiro has nothing other to submit.

Please advise when his claims will be paid and when he will be reimbursed for his EUO testimony.

Thank you.

Hillary

**THE LAW OFFICES OF HILLARY BLUMENTHAL, P.L.L.C.**

711 32<sup>nd</sup> Street – 2<sup>nd</sup> Floor  
UNION CITY, NJ 07087

TELEPHONE: (212) 719-9688

FACSIMILE: (212) 719-9462

Via Email

October 2, 2021

Mr. Garin Scolen  
Rivkin Radler  
926 RXR Plaza  
West Tower  
Uniondale, NY 11556

RE: Examination Under Oath of Tri-Borough NY Medical Practice, P.C. on behalf of State Farm Mutual Automobile Insurance Company (“State Farm”) Claims/Eligible Injured Persons: See Appendix “A” – Rivkin Radler letter dated 9/30/2021

Dear Mr. Scolen:

We are in receipt of your verification request dated October 2, 2021 for Tri-Borough NY Medical Practice, P.C (“Tri-Borough”). Please use the documents from this response and apply the documents attached hereto to any further verification requests which are identical to said request in the claim at bar. Additionally, should State Farm request the same documentation directly to my client, while represented by counsel, we will only be supplying this information once to you as State Farm’s counsel and expect you to communicate directly with your client regarding same. Upon receipt of this letter and response documents we will consider the verification process closed and expect State Farm to comply with the statutory time requirements to pay the above-named provider not only for his EUO testimony which is still outstanding but the PC’s open claims.

Additionally, as Rivkin represents many carriers, you are hereby placed on notice that these documents are only for review by your firm in connection with this State Farm post EUO verification response. These documents may not be used to further an investigation with another carrier or to facilitate business by alerting other carriers that Rivkin has confidential financial documentation of Tri-Borough in its possession. Should Dr. Shapiro or Tri-Borough learn that the documents he has forwarded for review in good faith and with the limited scope of use whereas only Rivkin and State Farm will view these documents specifically in conjunction with the State Farm post EUO verification response. Should the confidential financial information be used in a manner contrary to this limited carve out, Dr. Shapiro and Tri-Borough reserve all rights and remedies afforded to them for any such violation.

In response to the verification request, please find documents attached hereto note the following:

1. Copy of invoice and pictures of the machine that was used to render Shockwave Therapy services is attached. The machine was purchased by Metro Pain Specialists PC ("Metro Pain"). Tri-borough never purchased a Shockwave machine. No sales agreements or financing agreements exist and as such shall not be forthcoming.
2. Tri-borough does not pay for transportation drivers. No documents shall be forthcoming as they do not exist other than what was provided to you prior to the document request showing that Metro Pain paid for transportation drivers.
3. Copies of bank records in connection with: (i) Tri Borough's bank account(s) for June 1, 2021 through the present; and (ii) Metro Pain Specialists, P.C.'s ("Metro Pain") bank account(s) for May 1, 2021 through June 30, 2021, and from September 1, 2021 through the present is attached hereto. Metro Pain's Chase bank account was closed in prior to the time frame requested and as such shall not be forthcoming. Additionally, no checks shall be provided as neither provider writes checks and as such that which does not exist can not be provided.
4. Copies of (i) any credit card statements for Tri Borough for the period from May 1, 2021 through the present, including the Barclay and American Express credit cards are attached hereto.
5. This request has been complied with in response number 3. Please refer to documentation provided in compliance with that request.
6. The ledgers do not exist and as such will not be provided;
7. As stated at the EUO, Dr. Shapiro does not know who these companies are and did not make payments to either of them. As such no documentation shall be forthcoming as same does not exist.
8. Financial records related to payments made by Tri Borough to Expert Billing Solutions or the June payment is attached hereto. Dr. Shapiro has not paid any other invoices to date. Additionally, Dr. Shapiro has not requested any reports from Expert Billing Solutions to date for Tri-Borough and as such none shall be forthcoming. Dr. Shapiro has access to the platform that Expert Billing Solutions utilizes so he can create his own reports should he need.
9. Bank records do not exist for (i) Meditask LLC; (ii) International Education Exchange LLC; and (iii) Airway Instruments LLC; as such no documentation will be forthcoming as these PCs were dissolved many years ago. Attached please find the bank records for (i) Neurological Diagnostics and (ii) LegalMDConsult.com LL for the relevant time periods.

Please take notice that the No-Fault rules and regulations mandate that an insurer shall not issue verification request **"unless there are good reasons to do so."** (See 11 NYCRR Section 65-3.2) It is our opinion that the verification process is now complete and any other documentation or information that you may request will be unreasonable, irrelevant (as most of the documentation can be obtained online) and is designed to harass and delay payment indefinitely in direct contravention of Regulation 64. The insurer bears a burden of proving that its verification request was valid. A.B. Medical Services P.L.L.C. v. Highlands Ins. Co., N.Y.L.J., May 27, 2003, p. 21, col. 3 (Civ. Ct. New York Co., Lucy Billings, J.).

If the insurer cannot establish a reasonable, good faith, factual basis for requesting the verification, then the insurer will be required to pay the claim. Victory Medical Diagnostics v.

Nationwide Property and Casualty Co., 36 Misc. 3d 568, 949 N.Y.S. 2d 855 (Dist. Ct. Nass. 2012). Based upon the foregoing, please process the subject claim for payment in accordance with the no-fault rules and regulations specifically, 65-3.8 (a)(1), which states that No-Fault benefits are overdue if not paid within 30 calendar days after the insurer receives proof of claim. As the verification request is improper for this Provider, we consider the verification process closed and as such if payment is not received within 30 days, the Provider will, without further notice, take the necessary steps to protect and enforce its rights in this matter for the amount outstanding, plus costs and attorney's fees.

Your immediate attention is required in order to preclude the commencement of such legal proceedings and avoid liability for the additional costs associated therewith. Thank you for your consideration. This letter is without prejudice to my client's rights.

Very Truly Yours,

*Hillary Blumenthal*

Hillary Blumenthal

State Prompt Pay Law for NY states in CH 637 and Ch 666 of 1997: "When an insurer mistakenly denies claims because of a claims-processing error, and such claims are not paid within the statutory time frame, such denials are violations of N.Y. Ins. Law § 3224-a (McKinney 2012). Interest should be calculated from a point 45 days after the date the claim was originally received by the insurer pursuant to N.Y. Ins. Law § 3224-a(c). Each claim or bill processed after the 45 day period has passed must include the payment of interest. Interest must be paid at the greater of 12 percent per year or the corporate tax rate determined by the Commissioner of Taxation and Finance.

cc: Dr. Leonid Shapiro